

Event Parking Platform Solution
Request for Proposal KSU25-184

Department: Kansas State University (KSU) - Parking Services

Period of Contract: The anticipated term is three to five years, with one or more extension term of duration to be determined at time of award based on University's determination of the best value to the University.

Scope of Request: Kansas State University seeks a comprehensive cloud-based **Event Parking Platform Solution** to provide a parking management system for the University's parking areas, with implementation and ongoing support for University staff.

Solicitation Schedule *each date subject to change	
Issuance of Request for Proposal	March 27, 2025
Pre-Proposal Meeting (via Zoom)	April 3, 2025, 10:00am CT
Questions Deadline	April 10, 2025 , 5:00pm CT
Proposals Due	April 17, 2025, 2:00pm CT
Initial Presentations (upon request) via Zoom*	May 5 – 9, 2025
Sandbox Environment Experience (upon request)*	May 26 – June 6, 2025
Extended Demonstrations (upon request)*	June 23 – 27, 2025
Delivery of Final Offer(s) (if needed) *	June 30, 2025
Beginning of Contract*	Contract Execution

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READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of this Request for Proposal may result in the rejection of a proposal. The University uses a website-based platform, the Kansas State University Bid Portal, through which all proposals to this RFP must be submitted. All inquiries or questions about this Request for Proposal must be submitted through the Kansas State University Bid Portal using the Submit a Question function. RFP Number KSU25-184 and all related solicitation documentation is available on the Kansas State University Bid Portal: <https://bidportal.ksu.edu>.

Cone of Silence: There shall be no communication regarding this Request for Proposal with any University employee outside of KSU Purchasing and Contract Services. Violations of this provision by the Proposer or University personnel may result in the rejection of the proposal.

Questions: If you have questions about a **specific bid opportunity**, submit your inquiry using the "Submit a Question" function for that opportunity. For **general inquiries** about doing business with the University contact Purchasing and Contract Services by email at kspurch@ksu.edu. **Technical Support** is provided by Bid & Tenders. If you encounter technical issues, contact support by email: support@bidsandtenders.org or phone: 1-800-594-4798.

I. INTRODUCTION [\(back to index\)](#)

A. BACKGROUND

Overview of Kansas State University

Kansas State University was founded in 1863 as the nation's first operational land-grant university. The university has physical campuses in Manhattan, Salina and Olathe, and also offers a breadth of online programs and options. The university boasts an enrollment of nearly 20,000 students, drawing from all 50 states and approximately 100 countries. K-State, with an annual budget of more than \$900 million, has nine academic colleges — Agriculture; Architecture, Planning & Design; Arts and Sciences; Business Administration; Education; Engineering; Health and Human Sciences; Technology and Aviation; and Veterinary Medicine — and a Graduate School. K-State offers more than 400 degrees and options, including bachelor's, master's, doctorates, certificates and microcredentials.

K-State's main Manhattan campus covers more than 2,320 acres, including research and agricultural facilities, and is known as the "Silicon Valley for biodefense" because of its leadership in food safety and security and agro-defense. K-State Salina is known for its educational focus on experiential learning, professional pilot program and renowned unmanned aircraft systems programs. K-State Olathe serves the industry and workforce needs of Greater Kansas City. K-State Research and Extension has a presence in every county throughout Kansas and supports research in more than 20 K-State departments.

From the 8,616-acre Konza Prairie Biological Station to the Johnson Cancer Research Center, the university is home to 90-plus research centers, ensuring researchers and partners have the tools they need to solve global challenges. Scientific research expenditures exceed nearly \$213 million annually.

Kansas State University is consistently recognized by the Princeton Review, U.S. News & World Report and Forbes magazine as one of the nation's best universities.

Kansas State University's Parking Services department manages campus parking permits, enforcement, and transportation policies to ensure efficient use of parking facilities. Their goal is to provide a fair and accessible parking system for students, faculty, staff, and visitors.

B. PURPOSE

Kansas State University ("University"), is soliciting proposals in response to this Request for Proposal RFP No. KSU25-184 ("RFP") from qualified Proposers to provide **Event Parking Platform Solution**. The technology is more specifically described in Section III of this RFP.

Intent to Award: This RFP may result in a single award for New Event Parking Software **Event Parking Platform Solution**. All in-scope equipment, products, or services that Proposer proposes in response to this RFP will be considered.

B. KEY RFP DATES/MILESTONES – Solicitation Schedule

The following dates and milestones apply to this RFP and subsequent contract award. Proposers are advised that these dates and milestones are not absolute and may change due to unplanned events during the solicitation, evaluation, and award process. If applicable, Proposers are requested to adequately plan for offer presentations on the dates noted below in the event that the University elects to conduct presentations and the Proposer's proposal is selected.

II. STATEMENT OF WORK [\(back to index\)](#)

A. SCOPE OF WORK

Kansas State University seeks a comprehensive cloud-based **Event Parking Platform Solution** to provide a parking management system for the University's parking areas, with implementation and ongoing support for University staff.

B. SPECIFICATIONS

The University seeks a web-based **Event Parking Platform Solution** that demonstrates the ability to address the following specifications and requirements:

I. Project Specifications

- Parking transactions and payment via smartphone software application, Interactive Voice Response, Short Message Service, or website interface
- Allows extension of session via smartphone software application, Interactive Voice Response, Short Message Service, or website interface
- Automatic alerts via text prior to session expiration
- Options for discounted pricing upon entering discount codes during payment
- Allows for pricing to be varied depending on zone, time, restriction, or other customizable configurations/groupings, with unlimited configuration changes
- Customers can manage, modify, and track, account details, settings, and usage
- Manage multiple license plates under one account
- Email Receipts for customers
- Robust reporting features, including revenue, utilization, and other reports
- Export reports into Excel format
- Implementation of the Platform Solution
- Software Training and Support Services

II. System Requirements

- Capability for scalability and configurations to support growth, customize needs, evolving technology, and changing operating procedures
- Vendor upgrade processes that do not modify configuration settings, customized form fields, or stored data and that do not negatively impact user activity or system jobs
- System administrator and user support services
- Security controls and protocols
- Robust database backup, recovery, and restoration functionality
- Low-risk implementation that integrates seamlessly with current and future campus systems
- Device, Operating System, and Browser independent functionality
- Security provisioning and permission definition capabilities, data and user session encryption (at rest and in transit), and role-based and user-based security and authentication functionality
- Integration to industry standard authentication environments (Duo)
- Support for SAML 2.0 based Single Sign-on (SSO) across all modules/screens, and account logout or session termination functionality
- Integration with existing University systems (T2 Systems, Genetec, AutoVu)
- System SaaS infrastructure is located within the U.S. and is geographically dispersed across multiple data centers with fault-tolerance despite loss in any region.
- Web Content Accessibility Guidelines (WCAG) 2.1 AA Compliance and the Americans with Disabilities Act (ADA) Compliance

C. Required Supporting Documentation (Post-Selection, Not with Proposal):

The successful proposer must provide one of the following certifications upon receiving the award notification.

I. IT Security Documentation

- **SOC 2 Type II** focuses on controls relevant to security, availability, processing integrity, confidentiality, and privacy.
- **ISO 27001** is an internationally recognized standard for managing information security.
- **Other** equivalent documentation is considered on a case-by-case basis.

II. ADA and WCAG 2.1 AA Compliance

- **Voluntary Product Accessibility Template (VPAT)** is a self-assessment to show your system meets ADA and WCAG 2.1 AA standards.

III. Payment Card Industry (PCI) Compliance

- **PCI Attestation of Compliance** is a document to confirm compliance with Payment Card Industry Data Security Standard (PCI DSS).

EVALUATION CRITERIA

The award of the agreement will be based upon a comprehensive review, analysis, and negotiation of the proposal which best meets the needs and objectives of the University. The University anticipates receiving comprehensive proposals which identify Proposer's understanding of higher education,

Kansas State University, and demonstrated approaches for strategic planning and stakeholder outreach/engagement; project management; research and evaluation, and facilitation, organizational design, and strategic communications services. The following weighting will be assigned in the evaluation of each Proposal:

CRITERIA	POINTS
Conformance to Terms & Conditions	5
Pricing Proposal	30
System Functionality	45
Depth and breadth of implementation, training, and technical support services	20
Total	100

Documents Required for Submission:

For a Proposer's proposal to be evaluated, the following items and documents must be submitted through the University's Bid Portal:

- All tables fully completed in the KSU Bid Portal
- Pricing Proposal
- Initialed KSU Contractual Provisions Attachment (unless exceptions are noted in the Bid Portal Table# 12)
- IRS Form W9
- Tax Clearance Certificate (preferred)

III. PROPOSAL REQUIREMENTS [\(back to index\)](#)

1. **Proposal Submission:** Proposer's complete proposal must be submitted through the Kansas State University Bid Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received in time.

Upon successful submission of a proposal, the Kansas State University Bid Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact the University's technical support provider at support@bidsandtenders.ca.

By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available at law.

2. **Technical Literature:** The proposal must include specifications and technical literature sufficient to allow the University to determine that the services meet all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the proposal by uploading to the Kansas State University Bid Portal. Proposal responses without sufficient technical documentation may be rejected.

3. **KSU-146a Acceptance:** Each proposal must be accompanied by an initialed acceptance of the University's Contractual Provisions Attachment (Form KSU-146a, Rev. 3-24). The form is available for download and review on the Kansas State University Bid Portal. A proposer must acknowledge the University's Contractual Provisions Attachment (Form KSU-146a, Rev. 3-24) by initialing and including it with the proposal by uploading to the Bid Portal. The terms of the Contractual Provisions Attachment (Form KSU-146a, Rev. 3-24) are accepted by the proposer unless any provision is clearly disavowed and documented in the section of the Proposal entitled: "Exceptions."
4. **Tax Clearance Certificate:** A "tax clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Kansas State University supports the State of Kansas tax clearance process. Proposers are required to provide a current tax clearance certificate with the proposal by uploading it to the Kansas State University Bid Portal. For more information regarding this process, visit: <http://www.ksrevenue.org/taxclearance.html>

IV. PROPOSAL INSTRUCTIONS ([back to index](#))

1. **Cone of Silence:** There shall be no communication regarding this Request for Proposal with any University employee outside of KSU Purchasing and Contract Services except designated participants in attendance during any of the following:
- Pre-Proposal Conference,
 - Presentations,
 - Contract Negotiation, Signing, and
 - As otherwise specified in this Request for Proposal.

Violations of this provision by the Proposer or University personnel may result in the rejection of the proposal.

2. **Negotiated Procurement:** This is a negotiated procurement. Final evaluation and award will be made by the Procurement Negotiation Committee (PNC).
3. **Pre-Proposal Conference:** A pre-proposal conference will be held via Zoom meeting on the date and time stated in the Solicitation Schedule above. Zoom meeting registration is required. Pre-Proposal Conference Registration and Login Instructions will be uploaded to the Kansas State University Bid Portal 48 hours in advance of the scheduled meeting time. Pre-proposal Conference attendance is encouraged but not required. Questions will be permitted during the Pre-Proposal Conference, and spontaneous unofficial answers may be provided, however, the only official answer or position of the University will be in writing by Addendum.
4. **Preparation of Proposal:** The pricing proposal is to be articulated in narrative fashion and supported by uploaded document as indicated in the Kansas State University Bid Portal. It is left to the discretion of the Proposer to submit a pricing proposal that aligns with the product offerings, business methods, and proposed scope of work. The pricing proposal may include provision for tiered pricing, alternative pricing for optional or valued-added service proposals, and progress payment expectations, if any. The pricing proposal is expected to be a complete, detailed, and clear articulation of the total cost of project completion. Computations and totals must be indicated where required. In case of error in computations or totals, the unit price will govern. The Proposer is responsible for any mathematical error in price quotes. The PNC reserves the right to reject proposals containing errors.

A proposal will not be considered for award if prices in the proposal were not arrived at independently and without collusion, consultation, communication, or agreement as to any matter related to price with any other Proposer, competitor, or public office/employee.

Each proposal must be digitally signed in the Kansas State University Bid Portal by a representative authorized to represent and bind the Proposer. If the contract's contact will be a different individual than the proposal contact, indicate that individual's contact information for communication purposes.

Proposals must contain a concise description of the Proposer's capabilities to satisfy the requirements of this Request for Proposal with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request for Proposal without additional clarification will be considered non-responsive.

The cost of developing and submitting the proposal is entirely the responsibility of the Proposer. This includes costs to determine the nature of the engagement, preparation of the proposal, submission of the proposal, participation in presentations or demonstrations, negotiation of the contract, and other costs associated with responding to this Request for Proposal.

5. **Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of the University once submitted. The Kansas Open Records Act (K.S.A. 45-215 et seq.) requires public information be placed in the public domain at the conclusion of the selection process and be available for examination by all interested parties. No proposals will be disclosed until after a contract has been executed. The University reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and submitted as a separate document from the main proposal. The Proposer must provide detailed written documentation justifying classification of the material as "Proprietary." Pricing information is not considered proprietary and the Proposer's entire proposal response package will not be considered proprietary.

KSU Purchasing and Contract Services reserves the right to accept, amend, or deny such requests to maintain information as proprietary in accordance with Kansas law.

Kansas State University does not guarantee protection of any submitted information.

6. **Questions:** All questions related to this Request for Proposal must be submitted through the Kansas State University Bid Portal before the date and time indicated in the Solicitation Schedule. Each question should reference the relevant RFP section. Answers will be released in the form of an addendum.

Failure to notify KSU Purchasing and Contract Services of any conflicts or ambiguities in this Request for Proposal will result in items being resolved in the best interest of the University.

7. **Addenda:** All Proposers must acknowledge receipt of any addendum to this Request for Proposal by checking the box for each addendum in the Kansas State University Bid Portal. It is the responsibility of the proposer to check for any addenda that may be issued up to the solicitation due date and time.

If an addendum is issued after a proposer has submitted its proposal, the Kansas State University Bid Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view the status change in the "MY BIDS" section of the Bid Portal Vendor Account. The

proposer is solely responsible to check the “MY BIDS” section of the Kansas State University Bid Portal periodically after submitting the proposal (and up to the Proposal Due Date and Time)> If the proposer’s proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- Make any required adjustments to the proposal;
- Acknowledge the addenda; and,
- Ensure the re-submitted proposal is received through the Kansas State University Bid Portal no later than the Proposal Due Date and Time shown in the Solicitation Schedule above.

8. **Modification of Proposals:** A proposal may be modified at any time prior to the deadline for receipt of proposals in the Kansas State University Bid Portal.

9. **Withdrawal of Proposals:** A proposal may be withdrawn at any time prior to the deadline for receipt of proposals in the Kansas State University Bid Portal.

10. **Appearance Before Committee:** The PNC may require any, all, or none of the Proposers to appear and explain the Proposer’s understanding and approach to the project and/or respond to questions concerning the proposal. The PNC may also award a contract without conducting Proposer presentations or without negotiations, based on the initial proposal. The PNC reserves the right to request supplemental or clarifying information from Proposers as needed. If information is requested, the PNC is not required to request the information of all Proposers.

Proposers selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified deadline for submittal of revisions. Meetings before the PNC are not subject to the Kansas Open Meetings Act (K.S.A. 75-4317, et seq.). Proposers are prohibited from recording these meetings. All information received prior to the deadline will be considered part of the Proposer's revised offer.

No additional revisions shall be made after the specified deadline unless requested by the PNC.

11. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price must include all applicable federal, state and local taxes. The successful Proposer must pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with a contract resulting from this Request for Proposal. The University is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes must not be included in the Proposer’s price quotations or charged to the University.

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

12. **Exceptions:** By submission of a response, the Proposer acknowledges and accepts all terms and conditions of this Request for Proposal, the University’s Contractual Provisions Attachment (Form KSU-146a, Rev. 3-24), and the University’s template contract, as applicable, unless clearly disavowed and wholly documented in the proposal table entitled: “Exceptions to Terms, Conditions, and Specifications.”

13. **News Releases:** Only the University is authorized to issue news releases relating to this Request for Proposal, the evaluation of proposals, a contract award, and/or performance of the contract.

14. **Proposal Disclosure:** Proposal tabulations will be available after the release of a purchase order or the full execution of a contract. Results may be obtained by sending the RFP number for each tab requested to kspurch@k-state.edu.

Copies of individual proposals may be obtained under the Kansas Open Records Act by submitting a written request to Open Records, Communications and Marketing, 128 Dole Hall, Kansas State University, Manhattan, KS 66506 (EMAIL openrecords@k-state.edu or FAX 785-532-7355). An estimate of the amount of time and copies it will take to complete the request will be compiled. After payment has been received, the documents will be released. Should a check be returned to Kansas State University for insufficient funds, the requestor will be suspended from all bidding on University opportunities until such time as the requestor makes good on payment. More information regarding the Kansas Open Records Act is available at <http://www.k-state.edu/policies/ppm/3000/3060.html>

Information in proposal files will not be released until a resulting contract has been fully-executed or all proposals have been rejected.

V. UNIVERSITY TERMS AND CONDITIONS ([back to index](#))

1. **Contract:** The successful Proposer will be required to enter into a written contract with Kansas State University. The University's template contract for this opportunity is available for download on the Kansas State University Bid Portal. The Proposer agrees to accept the provisions of the University's Contractual Provisions Attachment (Form KSU-146a, Rev. 3-24) and the template contract, subject to the described exceptions process. No other contract documents may include any language superseding the Form KSU-146a. A Proposer must also submit its software license agreement or services agreement, if any, for consideration at the time of Proposal submission.

2. **Contract Documents:** This Request for Proposal and any addenda, the response of the successful Proposer, and the University's Contractual Provisions Attachment (Form KSU-146a, Rev. 3-24), will be incorporated into the resulting written contract which will compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Contractual Provisions Attachment (KSU-146a, Rev. 3-24);
- The written contract signed by the parties;
- this Request for Proposal, including any and all addenda; and
- Proposer's submitted proposal, including all attachments, submitted in response to this Request for Proposal.

The fully-executed contract will represent the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. The contract will be independent of, and have no effect on, any other contracts of either party.

3. **Contract Formation:** No contract will be considered to have been entered into by Kansas State University until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful Proposer.

4. **Evaluation of Proposals:** Award will be made in the best interests of the University as determined by the PNC or their designees. In addition to the weighted criteria assigned above, consideration may also be given to the following:

- Cost or Financial Proposal. Proposers are not to inflate prices in their initial proposal. The financial proposal will be a factor in the issuance of invitations to present to the PNC, the issuance of invitations to negotiate, and final contract award determinations, as applicable.

The University reserves the right to award the lowest responsive proposal without conducting formal negotiations, if recommended by the PNC.

- Adequacy and completeness of proposal
- Proposer's understanding of the project
- Compliance with the terms and conditions of the Request for Proposal
- Experience in providing like services
- Staff Qualifications
- Proposer's Methodology

5. **Acceptance or Rejection:** The University reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; to clarify any ambiguities in proposals; to modify any criteria in this Request for Proposal; and unless otherwise specified, to accept any item in a proposal.

6. **Competition:** The purpose of this Request for Proposal is to seek competition. The Proposer is to advise KSU Purchasing and Contract Services if any specification, term, condition, or other requirement inadvertently restricts or limits bidding or competition. Notification must be made in writing and must be received by KSU Purchasing and Contract Services no later than five (5) business days prior to the proposal closing date. KSU Purchasing and Contract Services reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request for Proposal.

7. **New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by Proposer 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.

8. **Equivalent Items:** Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or Proposer's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or Proposers must perform to the standard of the item specified. Equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, must be furnished at no expense to the University and if not destroyed in the evaluation process, will be returned at the Proposer's expense, if requested.

9. **Insurance:** The University may not be required to purchase any insurance or establish a "self-insurance" fund to protect against any loss or damage to any personal property. Subject to the provisions of the Kansas Tort Claims Act, the Proposer bears the risk of any loss or damage to any personal property.

10. **Inspection:** The University reserves the right to reject, on arrival at destination without cost to the University, any items which do not conform with the specifications of this Request for Proposal.

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

12. **Proof of Insurance:** Upon request, the Proposer must present a valid certificate or other proof of workers compensation, commercial general liability, and property damage insurance.

13. **Criminal or Civil Offense:** Any conviction for a criminal or civil offense, of an individual or entity that controls a Proposer or organization or will perform work under this contract, that indicates a lack of business integrity or business honesty must be disclosed in the proposal. This includes:

- (1) conviction of a criminal offense incidental 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 for embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property;
- (3) conviction under state or federal antitrust statutes;
- (4) any other offense determined to be so serious or compelling as to affect responsibility as a University contractor.

For the purpose of this section, an individual or entity may be presumed to have control of a Proposer 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 managements or policies. Failure to disclose an offense may result in disqualification of the proposal or termination of the contract.

14. **Governing Law:** This Request for Proposal shall be governed by the laws of the State of Kansas and any resulting contract shall be deemed to be executed in Manhattan, Riley County, Kansas, unless otherwise specified.

15. **Notice of Award:** An award is made upon execution of the written contract by all parties.

16. **Political Subdivisions:** Political subdivisions, including but not limited to, the Kansas Board of Regents and its member institutions, Riley County, City of Manhattan, and local Unified School Districts (USDs), are permitted to utilize contracts administered by Kansas State University. Conditions included in a contract resulting from this RFP shall be the same for political subdivisions. The University has no responsibility for payments owed by political subdivisions. The awarded vendor must deal directly with the political subdivision. Proposers are to indicate within their cost proposal if pricing is available to political subdivisions.

17. **P-Card Payment:** Kansas State University participates in a Purchasing Card Program. Merchants are paid by the card issuer within three days of the business transaction. The use of the procurement card (p-card) as a form of payment for goods and services for University business must comply with all applicable State of Kansas and Kansas State University accounting and purchasing statutes, regulations, policies, procedures, guidelines, and processes. No additional charges will be allowed for use of the business procurement credit card.

18. **ACH Payment:** Kansas State University participates in Automated Clearing House electronic fund transfer through the Federal Reserve System or by any other means approved by the Kansas State Treasurer. The use of the ACH electronic fund transfer as a form of payment for goods and services for University business must comply with all applicable State of Kansas and Kansas State University accounting and purchasing statutes, regulations, policies, procedures, guidelines, and processes. No additional charges will be allowed for use of ACH electronic fund transfer for payments to an awarded vendor.

VI. ADDITIONAL PROVISIONS [\(back to index\)](#)

1. **Term of Contract:** The anticipated term is three to five years, with one or more extension terms

of duration to be determined at the time of award, based on the University's determination of best value to the University. The parties may extend the contract for subsequent periods by mutual agreement.

2. **Open-Ended Contract:** This Request for Proposal is for a contract between a Proposer and Kansas State University to furnish an undetermined quantity of a good or service in a given period of time.
3. **Template Contract:** A Proposer awarded a contract will be required to execute a contract with the University. The University's template contract for the equipment, commodities, or services described in this Request for Proposal is available for download in the Kansas State University Bid Portal. In addition, any resulting contract will include the attachment, and incorporation by reference, of the University's Contractual Provisions Attachment (KSU-146a, Rev. 3-24), which is also available in the Kansas State University Bid Portal for reference. The University may also consider a request to utilize a Proposer's template contract. To request a modification to the University's template contract or Contractual Provisions Attachment, or to propose the use of the Proposer's template contract, the Proposer must identify the exception(s) or include its template contract in the Proposal for consideration in final contract negotiation.

SERVICES AGREEMENT
KSU Contract No. [TBD]

This Services Agreement ("Agreement") is made on the date the agreement is fully executed by both parties ("Effective Date") by and between Kansas State University, a Kansas state agency and public state university ("University"), for and on behalf of Parking Services ("Department"), and [TBD], a [TBD] with its principal place of business at [TBD] ("Contractor").

University and Contractor hereby agree as follows:

1. Contractor Services.

Contractor will provide the services as set forth in **Exhibit B**, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of University.

2. Pricing.

In consideration of the timely and satisfactory performance of services in accordance with this Contract, University agrees to make payment to Contractor at the pricing and in the manner described in **Exhibit C**. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice in accordance with **Exhibit C**.

3. Term.

This Agreement is effective as of the later of Effective Date and will terminate TBD from the Effective Date unless earlier terminated as provided for herein.

4. Licenses, Permits, Taxes, Fees, Laws and Regulations.

- 4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.
- 4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.
- 4.3 Contractor will comply with, and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations; and, the rules and regulations of the University.

5. Ownership and Use of Work Material.

The University retains full and exclusive ownership of all work product developed or created under and relating to this Agreement, including without limitation all writings, drawings, plans, software, programs, records, papers, reports, specifications, calculations, documents, technical information, other materials, and copyright interests (collectively, the "Work Product"). Contractor retains no right, title, or interest in the Work Product and grants to the University all right, title, and interest in the Work Product as a condition of this Agreement. The parties agree the University may utilize the Work Product in its sole discretion without limitation, and that this section will control over any other conflicting section or provision in this contract.

6. Confidentiality and Safeguarding of University Records; Press Releases; Public Information.

- 6.1 Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "**University Records**"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("**FERPA**"). If University Records are subject to FERPA, University designates Contractor as a University official with a legitimate educational interest in University Records. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to commercially reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, the Gramm-Leach-Bliley Act, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than best practices in the data security industry; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and, (4) comply with the University's rules, policies, and procedures regarding access to and use of University's computer systems. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.
- 6.1.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.
- 6.1.2 **Return of University Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or, (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.
- 6.1.3 **Disclosure.** If Contractor discloses any University Records to a permitted subcontractor or agent, Contractor will require the permitted subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.
- 6.1.4 **Press Releases.** Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to this project or the engagement of Contractor as an independent contractor of University in connection with this project, or release any information relative to this project for publication, advertisement or any other purpose without the prior written approval of University.

- 6.1.5 **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached this Agreement, University may terminate this Agreement by providing thirty (30) days written notice to Contractor specifying the breach. The termination will become effective at the end of the thirty (30) day period, unless Contractor cures such breach and provides University written confirmation of said action to cure during such thirty (30) day period.
- 6.1.6 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
- 6.1.7 **Public Information.** Contractor acknowledges that Kansas State is obligated to strictly comply with the Kansas Open Records Act, (K.S.A. 45-215 et seq), in responding to any request for public information pertaining to this Contract, as well as any other disclosure of information required by applicable Kansas law. Upon University's written request, Contractor will promptly provide specified contracting information exchanged or created under any resultant contract for or on behalf of University. Contractor acknowledges that University may be required to post a copy of the fully executed Contract on its internet website in compliance with the Kansas Open Records Act, (K.S.A. 45-215 et seq).

7. Independent Contractor.

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of University. Contractor will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance.

8. Termination.

- 8.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within ten (10) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.
- 8.2 University may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.
- 8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.
- 8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of University all work material related to the Services performed by Contractor in the format requested by the University, together with any keys, identification badges, or equipment owned by University.
- 8.5 Termination under Sections 6.1, 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement, or any other act or omission of Contractor.

8.6 University may terminate this Agreement, without cause, upon thirty (30) days written notice to Contractor.

9. Indemnification.

Contractor will indemnify and hold harmless University, and its respective affiliated enterprises, regents, officers, directors, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for: taxes, license fees, excises, fines, and penalties; supplies, services, or merchandise purchased by Contractor; wages and fringe benefits of Contractor's employees; and injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

10. Insurance.

10.1 Contractor agrees to maintain, at Contractor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain, at their sole expense, the following insurance coverage in at least the amounts specified below:

- 10.1.1 **Statutory Worker's Compensation Insurance.** Under the laws of the State of Kansas and any other applicable laws, all Contractors are required to maintain workers' compensation insurance with statutory limits. Coverage "B" Employers Liability insurance must have limits of at least \$1,000,000 per accident for bodily injury and disease.
- 10.1.2 **Commercial General Liability Insurance.** Subject to limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage must be provided for Bodily Injury Liability, Broad Form Property Damage Liability, Contractual Liability, and Products and Completed Operations coverage.
- 10.1.3 **Automobile Liability Insurance.** Subject to limits of at least \$1,000,000 combined single limit for each accident. Such Automobile Liability Insurance must be for all owned, leased, non-owned, and hired automobiles.
- 10.1.4 **Cyber, Technology Products & Services Liability Insurance Requirements.** All Contractors providing Information Technology or similar services shall maintain Cyber and Technology Products & Services Liability insurance with limits of at least \$1,000,000 for each wrongful act, that provides coverage for:
 - a. Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of Kansas State University Data, whether by Contractor or any of its subcontractor or cloud service provider used by Contractor.
 - b. Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management/public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals.
 - c. Expenses related to regulatory compliance, government investigations, fines, fees/assessment and penalties.
 - d. Liability for technological products and services.
 - e. Payment Card Industry (PCI) fines, fees, penalties, and assessments.
 - f. Cyber extortion payment and response costs.
 - g. First and Third-Party Business Interruption Loss resulting from network security and system failure.
 - h. Costs of restoring, updating, or replacing data.

- i. Liability losses connected to network security, privacy, and media liability; and
- j. Other necessary and customary overages.

10.1.5 Kansas State University reserves the right to require additional insurance coverage, as needed, or as required by state or federal law.

10.2 All policies (except Workers' Compensation) will name University as an Additional Insured. A Waiver of Subrogation in favor of University and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements will be provided to University prior to commencement of any services under this Agreement. If a policy contains deductible provisions, Contractor will be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against University, its agents, employees or representatives.

10.3 Contractor will provide verification of insurance coverage in the University vendor registration portal and update any expiring certificates prior to the applicable expiration date.

11. **Available to Political Subdivisions.** Pricing [TBD] available to all Kansas Board of Regents public universities.

12. **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 must be **IN WRITING** and addressed as follows and/or sent to the email address, if noted:

Kansas State University Purchasing Office	Contractor - TBD
RE: # TBD	
110 Fairchild Hall	
1601 Vattier St	
Manhattan, KS 66506	
kspurch@k-state.edu	

If legal issue, copy to:
Office of General Counsel
Kansas State University
4021 College of Business
1301 Lovers Lane
Manhattan, KS 66506
attys@k-state.edu

13. **Miscellaneous.**

13.1 **Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

13.2 **Representations and Warranties by Contractor.** If Contractor is a corporation, limited liability company, or other business organization, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Kansas, that it has all necessary power and has received all necessary

approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

- 13.3 Tax Certifications. If Contractor is a taxable entity, then Contractor certifies that it is not currently delinquent in the payment of any taxes due and is compliant with all primary Kansas tax laws administered by the Kansas Department of Revenue (KDOR), or that Contractor is exempt from the payment of those taxes. Contractor is required to provide current tax clearance certificate upon request of the University.
- 13.4 Payment of Debt or Delinquency to the State. K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes vendors against debts owed by the vendors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received.

During the term of this Contract, if the Contractor is found to owe a debt to the State of Kansas or to federal creditor agencies, payments to the Contractor may be intercepted (setoff) by the State of Kansas. Notice of the setoff action will be provided to the Contractor by the State of Kansas. The Contractor shall credit the account of the department making the payment in an amount equal to the funds intercepted.

- 13.5 Loss of Funding. Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Kansas State Legislature (the "Legislature") and/or allocation of funds by the Kansas Board of Regents (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
- 13.6 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of University and Contractor.

In the event of a conflict of term language among the documents, the following order of precedence governs:

1. Contractual Provisions Attachment (KSU-146a, Rev. 3-24), **Exhibit A**;
2. This Services Agreement ("Agreement");
3. RFP KSU25-184 and;
4. Contractor's proposal, including any and all attachments, submitted in response to RFP25-148.

The Agreement represents the entire contract between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract is independent of and has no effect on any other contracts of either party.

- 13.7 State Auditor's Office. Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the State of Kansas Department of Administration, Fund Sponsor or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in

the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

- 13.8 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").
- 13.9 Venue; Governing Law. Riley County, Kansas will be the sole and exclusive venue for suit with respect to this Agreement. This Agreement and all of the rights and obligations of the parties hereto, and all of the terms and conditions hereof, will be construed, interpreted, and governed by the laws of the State of Kansas.
- 13.10 Ethics Matters; No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy available at <https://www.k-state.edu/provost/universityhb/fhxs.html>, and State of Kansas Governmental Ethics and Statutes at <https://ethics.kansas.gov/state-level-conflict-of-interest/statutes/>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions prescribed by State of Kansas Governmental Ethics and Statutes, or applicable state ethics laws or rules.
- 13.11 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any such right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 13.12 Access by Individuals with Disabilities. Contractor represents and warrants that its products and/or services comply with the [Kansas Information Technology Policy 1210: State of Kansas Web Accessibility Requirements \(IT Policy 1210\)](#), Section 508 of the Rehabilitation Act of 1973, as amended, or WCAG 2.0 AA with respect to accessibility for individuals with disabilities. If the University receives any complaints or concerns regarding the accessibility of the products and/or services, Contractor agrees promptly to respond to and resolve those concerns. Further, Contractor agrees to indemnify and hold University harmless for any claims arising from the inaccessibility of its products and/or services.
- 13.13 PCI-DSS Compliance. Whereas, Kansas State University is a merchant that conducts transactions that include credit card payments and Contractor is a service provider that provides hosted applications on behalf of Kansas State University, both parties must protect all system components included in or connected to the cardholder data environment in accordance to Payment Card Industry Data Security Standard (PCI DSS).
- "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, or address.
 - "System Components" include network components, servers, security services, and applications.

Contractor acknowledges when systems provided by Contractor could affect the security of cardholder data, they shall protect that data in accordance with requirements specified in the PCI DSS. Contractor is responsible to provide protection for all systems that could affect the security of cardholder data.

Contractor agrees to comply with the following requirements:

- Will provide, in writing, the services and system components which are included in the scope of their PCI DSS assessment and specify which PCI DSS requirements in which they validated against. (per PCI DSS requirement 12.9)
- Validate compliance with the PCI DSS on an annual basis and provide Kansas State University with an Attestation of Compliance (AOC).
- Agrees to hold all data and information received from or created on behalf of Kansas State University in strict confidence.
- Contract specifies permitted uses, if any, of Kansas State University's data and information.
- If Kansas State University cardholder data is compromised or suspected to have been compromised as a result of systems hosted by Contractor, they will provide notice to Kansas State University of actual or potential data breach within forty-eight(48) hours.
- If an investigation of the data breach is requested by Kansas State University, Contractor shall provide access to systems and staff to conduct the investigation and will support both Kansas State University staff, contractors, and law enforcement to conduct the investigation.
- Agrees that, upon Kansas State University's request in the event of a data breach, Contractor will provide a representative or a PCI approved third party designated by Kansas State University with full cooperation and access to conduct a thorough security review; the review shall include, at a minimum, validation of Contractor's compliance with the PCI DSS for protecting cardholder data.
- In the event Contractor fails to adhere to any of data security provisions set forth and as a result, cardholder data is obtained by unauthorized persons, Contractor agrees to pay, upon written demand by Kansas State University, all documented costs associated with a data breach.
- In the event that the contract is terminated for any reason, Contractor shall return the cardholder data to Kansas State University and provide confirmation that all remnants of cardholder data stored by Contractor are destroyed in a manner that renders the data unrecoverable.

14. Contractual Provisions Attachment.

The Provisions found in Contractual Provisions Attachment (Form KSU-146a, Rev. 3-24), **Exhibit A**, which is attached hereto, are hereby incorporated in this contract and made a part hereof.



UNIVERSITY AND CONTRACTOR HAVE EXECUTED AND DELIVERED THIS AGREEMENT TO BE EFFECTIVE AS OF THE EFFECTIVE DATE.

Company Name

Kansas State University

By

By

Name

Name

Title

Title

Date

Date

OGC Review:

Dept. Review:

Attached:

Exhibit A – Contractual Provisions Attachment

Exhibit B – Statement of Work

Exhibit C – Payment for Services

SCHEDULE A
CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to and specifically incorporated in all contractual agreements by adding the following statement to the main body of the contract: "The Provisions found in Contractual Provisions Attachment (Form KSU-146a, Rev. 3-24), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

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 the contract (including, without limitation, all other attachments) in which this attachment is incorporated. Any terms that conflict with or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** All matters arising out of or related to this contract 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 contract shall reside only in courts located in the State of Kansas.
3. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require Kansas State University or any of its controlled corporations (collectively "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 exclusively defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
4. **Arbitration, Damages, Warranties:** 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.
5. **Termination Due To Lack Of Funding Appropriation:** If 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 any contract for which it has not been paid. The University 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 the University, 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.
6. **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.
7. **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.
8. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given, including, but not limited to, the signature of an authorized representative of the University as defined in the University Contracts Policy: <https://www.k-state.edu/policies/ppm/3000/3070.html>.
9. **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.
10. **Export Control:** Prior to providing University with any items under this contract that are subject to export controls regulations, including items controlled under the International Traffic in Arms Regulations (ITAR), 22 C.F.R. §§ 120-130, or the Export Administration Regulations (EAR), 15 C.F.R. §§ 730-774, Contractor will notify University and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves the right to decline to accept any items or information controlled under ITAR or EAR. Contractor will direct all notices under this section to the appropriate University contact as follows: comply@k-state.edu.
11. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g). To the extent Contractor possesses any education records of University's students under this contract, Contractor is deemed to be a school official with a legitimate educational interest in the records and Contractor agrees to comply with FERPA and its regulations. Contractor specifically agrees that it shall use personally identifiable education records only for purposes related to this contract, and shall not disclose such records to any third party without authorization from the University. Contractor shall promptly report to the University any request for, or improper disclosure of, University student educational records.
12. **Anti-Discrimination Clause:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. When requested by University, Contractor shall cooperate with University in meeting obligations under University's own policies and procedures, including but not limited to the University's anti-discrimination policy: <http://www.k-state.edu/policies/ppm/3000/3010.html>. Contractor specifically acknowledges that its employees on campus and/or participating in University programs or activities have reviewed, understand, and will comply with University's anti-discrimination policy and its reporting website at <https://www.k-state.edu/report/>. Contractor also 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.
13. **Information/Confidentiality:** As a state agency, the University's contracts and prices paid for goods and services are generally public records, and therefore 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.
14. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but prudence requires the University to reiterate that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.
15. **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.
16. **University Access:** To the extent Contractor is present on University's premises or in any way utilizes University computing and/or network resources in connection with any contract, Contractor and its representatives will adhere to the University's policies and procedures, and will use commercially reasonable efforts not to interfere with the University's regular operations. Contractor further agrees, upon request, to include the University as an additional insured on its general liability insurance policy on a primary and non-contributory basis, with such policy to provide continuous coverage for at least a period of two years after the end of the contract and such policy is not to be cancelled without 30 day prior notice to the University and another general liability insurance policy in place prior to the termination of the existing policy. The Contractor shall also provide the University with a certificate of insurance within five business days upon request.
17. **Electronic Signature:** The parties agree that the contract may be signed with electronic signatures. If an electronic signature is used, the parties agree that it is the legally binding equivalent to the signing party's handwritten signature. Whenever either party executes an electronic signature on the contract, it has the same validity and meaning as a handwritten signature. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.
18. **No Endorsement:** Contractor agrees it will not use or display the name, marks, or images of the University to advertise and/or endorse its enterprises or products, or for any other purpose without the prior written approval of the University.