



# FORT HAYS STATE UNIVERSITY

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## CONTRACT RENEWAL

Date: May 24, 2016

Contract Number: 00865

Item: Food/Snack Vending Services

Fort Hays State University Purchasing Office

Telephone: 785-628-4251

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

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

Agency: Fort Hays State University

Location(s): Hays, KS

Period of Contract: June 1, 2016 through May 31, 2017.

The term of this Agreement shall commence on June 1, 2016 and continue through May 31, 2017 (the "License Period"). This Agreement will automatically renew for each following year at a price to be negotiated by the parties unless cancelled by either party. Notice of cancellation must be received by the other party at least sixty (60) days prior to the contract's expiration date.

Contractor: H.E. Hutchison & Sons, Inc.  
801 E. 11<sup>th</sup>, P.O. Box 804  
Hays, KS 67601  
Telephone: 785-625-3656  
Fax: 785-625-3671  
Contact Person: Terry Hutchison

Prices: See Attached

Payment Terms: Net 30

### Conditions:

The contract will be renewed for an additional year. The price of candy will go from \$1.00 to \$1.25 as of June 1 2016. Hansen Hall will be added to the contract on August 15, 2016.

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**The above referenced renewal 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/>.**

**Pricing as of June 1, 2016**

<b>Product</b>	<b>Pkg. Size</b>	<b>Vending Price</b>
Chips	Reg	\$0.75
Chips	Lrg	\$1.00
Candy		\$1.25
Pastries		\$1.25
Cookies		\$1.25



# FORT HAYS STATE UNIVERSITY

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## CONTRACT RENEWAL

Date: May 29, 2015

Contract Number: 00865

Item: Food/Snack Vending Services

Fort Hays State University Purchasing Office  
Telephone: 785-628-4251  
E-Mail Address: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)  
Web Address: <http://www.fhsu.edu/purchasing>

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

Period of Contract: June 1, 2015 through May 31, 2016

Contractor: H.E. Hutchison & Sons, Inc.  
801 E. 11<sup>th</sup>, P.O. Box 804  
Hays, KS 67601  
Telephone: 785-625-3656  
Fax: 785-625-3671  
Contact Person: Terry Hutchison

Prices: See Attached

Payment Terms: Net 30

**Conditions:**

The term of this Agreement shall commence on June 1, 2015 and continue through May 31, 2016 (the "License Period"). This Agreement will automatically renew for each following year at a price to be negotiated by the parties unless cancelled by either party. Notice of cancellation must be received by the other party at least sixty (60) days prior to the contract's expiration date.

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# FORT HAYS STATE UNIVERSITY

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## CONTRACT RENEWAL

Date: May 18, 2014

Contract Number: 00865

Item: Food/Snack Vending Services

Fort Hays State University Purchasing Office  
Telephone: 785-628-4251  
E-Mail Address: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)  
Web Address: <http://www.fhsu.edu/purchasing>

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

Period of Contract: June 1, 2014 through May 31, 2015

Contractor: H.E. Hutchison & Sons, Inc.  
801 E. 11<sup>th</sup>, P.O. Box 804  
Hays, KS 67601  
Telephone: 785-625-3656  
Fax: 785-625-3671  
Contact Person: Terry Hutchison

Prices: See Attached

Payment Terms: Net 30

**Conditions:**

The term of this Agreement shall commence on June 1, 2014 and continue through May 31, 2015 (the "License Period"). This Agreement will automatically renew for each following year at a price to be negotiated by the parties unless cancelled by either party. Notice of cancellation must be received by the other party at least sixty (60) days prior to the contract's expiration date.

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# FORT HAYS STATE UNIVERSITY

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## ADDENDUM

Date: May 16, 2014

Contract Number: 00865

Addendum: 3

Item: Food/Snack Vending Services

Fort Hays State University Purchasing Office  
Telephone: 785-628-4251  
E-Mail Address: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)  
Web Address: <http://www.fhsu.edu/purchasing>

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

Period of Contract: June 1, 2013 through May 31, 2014

Contractor: H.E. Hutchinson & Sons, Inc.  
801 E. 11<sup>th</sup>, P.O. Box 804  
Hays, KS 67601  
Telephone: 785-625-3656  
Fax: 785-625-3671  
Contact Person: Terry Hutchinson

Prices: See Attached

Payment Terms: Net 30

**Conditions:** Changes to listing and pricing of snacks:

### Pricing

Product	Pkg. Size	Current Vending Price	Proposed Vending Price
Chips	Reg	\$0.75	\$0.75
Chips	Lrg	\$0.75	\$1.00
Candy		\$0.75	\$1.00
Pastries		\$0.75	\$1.25
Cookies		\$0.75	\$1.25



# FORT HAYS STATE UNIVERSITY

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## ADDENDUM

Date: January 6, 2014

Contract Number: 00865

Addendum: 2

Item: Food/Snack Vending Services

Fort Hays State University Purchasing Office  
 Telephone: 785-628-4251  
 E-Mail Address: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)  
 Web Address: <http://www.fhsu.edu/purchasing>

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

Period of Contract: June 1, 2013 through May 31, 2014

Contractor: H.E. Hutchinson & Sons, Inc.  
 801 E. 11<sup>th</sup>, P.O. Box 804  
 Hays, KS 67601  
 Telephone: 785-625-3656  
 Fax: 785-625-3671  
 Contact Person: Terry Hutchinson

Prices: See Attached

Payment Terms: Net 30

**Conditions:** Changes to location and installation of new equipment:

### Vending Machine Locations:

Location	Machine Make	# of Selections	\$ 1 Validation	Credit Card
Agnew (New)	Crane 180	32	Yes	Yes
Heather (New)	Crane 180	32	Yes	Yes
Cunningham	Rowe 5900	40	Yes	Yes
Stroup	Rowe 5900	32	Yes	Pending
Union	Rowe 5900	32	Yes	Yes
Picken	AP113	32	Yes	Yes
Forsyth	Rowe 5900	40	Yes	Yes
Custer	Rowe 5900	24	Yes	Pending
Custer	Rowe 4900	32	Yes	Pending
McMindes	Rowe 4900	40	Yes	Yes
McMindes (New)	Rowe 5900	40	Yes	Yes
Wiest	Rowe 4900	40	Yes	Yes
Wooster	Rowe 4900	32	Yes	Pending
Malloy	Rowe 4900	40	Yes	Pending

During the year the vendor will be installing Credit Card readers where possible.



# FORT HAYS STATE UNIVERSITY

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## CONTRACT RENEWAL

Date: May 18, 2013

Contract Number: 00865

Item: Food/Snack Vending Services

Fort Hays State University Purchasing Office  
Telephone: 785-628-4251  
E-Mail Address: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)  
Web Address: <http://www.fhsu.edu/purchasing>

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

Period of Contract: June 1, 2013 through May 31, 2014

Contractor: H.E. Hutchinson & Sons, Inc.  
801 E. 11<sup>th</sup>, P.O. Box 804  
Hays, KS 67601  
Telephone: 785-625-3656  
Fax: 785-625-3671  
Contact Person: Terry Hutchinson

Prices: See Attached

Payment Terms: Net 30

**Conditions:**

The term of this Agreement shall commence on June 1, 2013 and continue through May 31, 2014 (the "License Period"). This Agreement will automatically renew for each following year at a price to be negotiated by the parties unless cancelled by either party. Notice of cancellation must be received by the other party at least sixty (60) days prior to the contract's expiration date.

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Product	Pkg. Size	Pricing	
		Current Vending Price	Proposed Vending Price
Funyons	1.25 oz.	\$0.75	\$0.75
Doritos	1.75 oz.	\$0.75	\$0.75
Chee-tos	2.125 oz.	\$0.75	\$0.75
Ruffles	1.125 oz.	\$0.75	\$0.75
Gardettos	1.65 oz.	\$0.75	\$0.75
Apple Pie	4.5 oz.	\$1.25	\$1.25
Dolly Mad. Gems	4.0 oz.	\$1.00	\$1.00
R/Bow Cakes	3.25 oz.	\$1.00	\$1.00
Pop-Tarts	3.5 oz.	\$1.00	\$1.00
M/Wave Popcorn	3.5 oz.	\$1.00	\$1.00
Grandma's Cookies	2.75 oz.	\$1.00	\$1.00
Rice Krisp Treats	1.3 oz.	\$1.00	\$1.00
Fam. Amos Cookies	2.0 oz.	\$1.00	\$1.00
Ritz Bits	1.75 oz.	\$1.00	\$1.00
Milkyway	2.05 oz.	\$0.85	\$1.00
Nut Roll	1.8 oz.	\$0.85	\$1.00
Corn Nuts	1.5 oz.	\$0.85	\$1.00
Twizzlers	2.25 oz.	\$0.85	\$1.00
Twix	2.0 oz.	\$0.85	\$1.00
Whatchamacallit	1.7 oz.	\$0.85	\$1.00
M & M's	1.74 oz.	\$0.85	\$1.00
Cheese Crackers	1.46 oz.	\$0.85	\$1.00
Skittles	2.17 oz.	\$0.85	\$1.00
Snickers	2.07 oz.	\$0.85	\$1.00
Butterfinger	2.1 oz.	\$0.85	\$1.00
3 Musketeers	1.5 oz.	\$0.85	\$1.00
Shock Tarts	1.65 oz.	\$0.85	\$1.00
Runts	1.85 oz.	\$0.85	\$1.00



Product	Pkg. Size	Current Vending Price	Proposed Vending Price
Oreos	2.0 oz.	\$0.85	\$1.00
Milk Duds	1.85 oz.	\$0.85	\$1.00
Fritos	1.0 oz.	\$0.50	\$0.50
Chee-tos	1.0 oz.	\$0.50	\$0.50

**Commission:** The Contractor shall pay the University a percentage of all sales under this Contract as a commission. Said commission shall be stated and paid as a percentage of gross U.S. dollar sales without the deduction of any costs by the Contractor, including but not limited to, applicable sales or other taxes. The percent commission offered by the Contractor is 10 %.

**Vending Machine Locations:**

Location	Machine Make	# of Selections	\$ 1 Validation	Credit Card
Cunningham	Rowe 5900	40	Yes	Yes
Stroup	Rowe 5900	32	Yes	Pending
Union	Rowe 5900	32	Yes	Yes
Picken	AP113	32	Yes	Yes
Forsyth	Rowe 5900	40	Yes	Yes
Custer	Rowe 5900	24	Yes	Pending
Admissions	Rowe 4900	32	Yes	Pending
McMindes	Rowe 4900	40	Yes	Yes
Wiest	Rowe 4900	40	Yes	Yes
Wooster	Rowe 4900	32	Yes	Pending
Malloy	Rowe 4900	40	Yes	Pending

During the year the vendor will be installing Credit Card readers where possible.



# FORT HAYS STATE UNIVERSITY

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## CONTRACT RENEWAL

Date: May 18, 2012

Contract Number: 00865

Item: Food/Snack Vending Services

Fort Hays State University Purchasing Office  
Telephone: 785-628-4251  
E-Mail Address: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)  
Web Address: <http://www.fhsu.edu/purchasing>

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

Period of Contract: June 1, 2012 through May 31, 2013

Contractor: H.E. Hutchinson & Sons, Inc.  
801 E. 11<sup>th</sup>, P.O. Box 804  
Hays, KS 67601  
Telephone: 785-625-3656  
Fax: 785-625-3671  
Contact Person: Terry Hutchinson

Prices: See Attached

Payment Terms: Net 30

**Conditions:**

The term of this Agreement shall commence on June 1, 2012 and continue through May 31, 2013 (the "License Period"). This Agreement will automatically renew for each following year at a price to be negotiated by the parties unless cancelled by either party. Notice of cancellation must be received by the other party at least sixty (60) days prior to the contract's expiration date.

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**Pricing**

<b>Product</b>	<b>Pkg. Size</b>	<b>Current Vending Price</b>	<b>Proposed Vending Price</b>
Funyons	1.25 oz.	\$0.75	\$0.75
Doritos	1.75 oz.	\$0.75	\$0.75
Chee-tos	2.125 oz.	\$0.75	\$0.75
Ruffles	1.125 oz.	\$0.75	\$0.75
Gardettos	1.65 oz.	\$0.75	\$0.75
Apple Pie	4.5 oz.	\$1.25	\$1.25
Dolly Mad. Gems	4.0 oz.	\$1.00	\$1.00
R/Bow Cakes	3.25 oz.	\$1.00	\$1.00
Pop-Tarts	3.5 oz.	\$1.00	\$1.00
M/Wave Popcorn	3.5 oz.	\$1.00	\$1.00
Grandma's Cookies	2.75 oz.	\$1.00	\$1.00
Rice Krisp Treats	1.3 oz.	\$1.00	\$1.00
Fam. Amos Cookies	2.0 oz.	\$1.00	\$1.00
Ritz Bits	1.75 oz.	\$1.00	\$1.00
Milkyway	2.05 oz.	\$0.85	\$1.00
Nut Roll	1.8 oz.	\$0.85	\$1.00
Corn Nuts	1.5 oz.	\$0.85	\$1.00
Twizzlers	2.25 oz.	\$0.85	\$1.00
Twix	2.0 oz.	\$0.85	\$1.00
Whatchamacallit	1.7 oz.	\$0.85	\$1.00
M & M's	1.74 oz.	\$0.85	\$1.00
Cheese Crackers	1.46 oz.	\$0.85	\$1.00
Skittles	2.17 oz.	\$0.85	\$1.00
Snickers	2.07 oz.	\$0.85	\$1.00
Butterfinger	2.1 oz.	\$0.85	\$1.00
3 Musketeers	1.5 oz.	\$0.85	\$1.00
Shock Tarts	1.65 oz.	\$0.85	\$1.00
Runts	1.85 oz.	\$0.85	\$1.00

<b>Product</b>	<b>Pkg. Size</b>	<b>Current Vending Price</b>	<b>Proposed Vending Price</b>
Oreos	2.0 oz.	\$0.85	\$1.00
Milk Duds	1.85 oz.	\$0.85	\$1.00
Fritos	1.0 oz.	\$0.50	\$0.50
Chee-tos	1.0 oz.	\$0.50	\$0.50

**Commission:** The Contractor shall pay the University a percentage of all sales under this Contract as a commission. Said commission shall be stated and paid as a percentage of gross U.S. dollar sales without the deduction of any costs by the Contractor, including but not limited to, applicable sales or other taxes. The percent commission offered by the Contractor is 10 %.

**Vending Machine Locations:**

<b>Location</b>	<b>Machine Make</b>	<b># of Selections</b>	<b>\$ 1 Validation</b>	<b>Credit Card</b>
Cunningham	Rowe 5900	40	Yes	Yes
Stroup	Rowe 5900	32	Yes	Pending
Union	Rowe 5900	32	Yes	Yes
Picken	AP113	32	Yes	Yes
Forsyth	Rowe 5900	40	Yes	Yes
Custer	Rowe 5900	24	Yes	Pending
Admissions	Rowe 4900	32	Yes	Pending
McMindes	Rowe 4900	40	Yes	Yes
Wiest	Rowe 4900	40	Yes	Yes
Wooster	Rowe 4900	32	Yes	Pending
Malloy	Rowe 4900	40	Yes	Pending

During the year the vendor will be installing Credit Card readers where possible.



# FORT HAYS STATE UNIVERSITY

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## CONTRACT RENEWAL

Date: May 20, 2011

Contract Number: 00865

Item: Food/Snack Vending Services

Fort Hays State University Purchasing Office  
Telephone: 785-628-4251  
E-Mail Address: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)  
Web Address: <http://www.fhsu.edu/purchasing>

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

Period of Contract: June 1, 2011 through May 31, 2012

Contractor: H.E. Hutchinson & Sons, Inc.  
801 E. 11<sup>th</sup>, P.O. Box 804  
Hays, KS 67601  
Telephone: 785-625-3656  
Fax: 785-625-3671  
Contact Person: Terry Hutchinson

Prices: See Attached

Payment Terms: Net 30

### Conditions:

The term of this Agreement shall commence on June 1, 2011 and continue through May 31, 2012 (the "License Period"). This Agreement will automatically renew for each following year at a price to be negotiated by the parties unless cancelled by either party. Notice of cancellation must be received by the other party at least sixty (60) days prior to the contract's expiration date.

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### Pricing

<b>Product</b>	<b>Pkg. Size</b>	<b>Current Vending Price</b>	<b>Proposed Vending Price</b>
Funyons	1.25 oz.	\$0.75	\$0.75
Doritos	1.75 oz.	\$0.75	\$0.75
Chee-tos	2.125 oz.	\$0.75	\$0.75
Ruffles	1.125 oz.	\$0.75	\$0.75
Gardettos	1.65 oz.	\$0.75	\$0.75
Apple Pie	4.5 oz.	\$1.25	\$1.25
Dolly Mad. Gems	4.0 oz.	\$1.00	\$1.00
R/Bow Cakes	3.25 oz.	\$1.00	\$1.00
Pop-Tarts	3.5 oz.	\$1.00	\$1.00
M/Wave Popcorn	3.5 oz.	\$1.00	\$1.00
Grandma's Cookies	2.75 oz.	\$1.00	\$1.00
Rice Krisp Treats	1.3 oz.	\$1.00	\$1.00
Fam. Amos Cookies	2.0 oz.	\$1.00	\$1.00
Ritz Bits	1.75 oz.	\$1.00	\$1.00
Milkyway	2.05 oz.	\$0.85	\$1.00
Nut Roll	1.8 oz.	\$0.85	\$1.00
Corn Nuts	1.5 oz.	\$0.85	\$1.00
Twizzlers	2.25 oz.	\$0.85	\$1.00
Twix	2.0 oz.	\$0.85	\$1.00
Whatchamacallit	1.7 oz.	\$0.85	\$1.00
M & M's	1.74 oz.	\$0.85	\$1.00
Cheese Crackers	1.46 oz.	\$0.85	\$1.00
Skittles	2.17 oz.	\$0.85	\$1.00
Snickers	2.07 oz.	\$0.85	\$1.00
Butterfinger	2.1 oz.	\$0.85	\$1.00
3 Musketeers	1.5 oz.	\$0.85	\$1.00
Shock Tarts	1.65 oz.	\$0.85	\$1.00
Runts	1.85 oz.	\$0.85	\$1.00

<b>Product</b>	<b>Pkg. Size</b>	<b>Current Vending Price</b>	<b>Proposed Vending Price</b>
Oreos	2.0 oz.	\$0.85	\$1.00
Milk Duds	1.85 oz.	\$0.85	\$1.00
Fritos	1.0 oz.	\$0.50	\$0.50
Chee-tos	1.0 oz.	\$0.50	\$0.50

**Commission:** The Contractor shall pay the University a percentage of all sales under this Contract as a commission. Said commission shall be stated and paid as a percentage of gross U.S. dollar sales without the deduction of any costs by the Contractor, including but not limited to, applicable sales or other taxes. The percent commission offered by the Contractor is 10 %.

**Vending Machine Locations:**

<b>Location</b>	<b>Machine Make</b>	<b># of Selections</b>	<b>\$ 1 Validation</b>	<b>Credit Card</b>
Cunningham	Rowe 5900	40	Yes	Yes
Stroup	Rowe 5900	32	Yes	Pending
Union	Rowe 5900	32	Yes	Yes
Picken	AP113	32	Yes	Yes
Forsyth	Rowe 5900	40	Yes	Yes
Custer	Rowe 5900	24	Yes	Pending
Admissions	Rowe 4900	32	Yes	Pending
McMindes	Rowe 4900	40	Yes	Yes
Wiest	Rowe 4900	40	Yes	Yes
Wooster	Rowe 4900	32	Yes	Pending
Malloy	Rowe 4900	40	Yes	Pending

During the year the vendor will be installing Credit Card readers where possible.



# FORT HAYS STATE UNIVERSITY

*Forward thinking. World ready.*

## ADDENDUM 1

Date: May 24, 2010

Addendum Number: 1

Contract Number: 00865

Item: Food/Snack Vending Services

Fort Hays State University Purchasing Office  
Telephone: 785-628-4251  
E-Mail Address: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)  
Web Address: <http://www.fhsu.edu/purchasing>

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

Period of Contract: June 1, 2010 through May 31, 2011  
Final renewal

Contractor: H.E. Hutchinson & Sons, Inc.  
801 E. 11<sup>th</sup>, P.O. Box 804  
Hays, KS 67601  
Telephone: 785-625-3656  
Fax: 785-625-3671  
Contact Person: Terry Hutchinson

Prices: See Attached

Payment Terms: Net 30

**Conditions:** Delete the following paragraph from page 3 of the contract renewal dated April 2, 2010:

**Annual Support Package (Define)**

1. **\$ 3,000** Annual Scholarship
2. **\$ 1,000** Annual Athletic Scholarship

**The vending machine in Agnew Hall was removed by May 21, 2010.**

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The above referenced addendum 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/>.



### Pricing

<b>Product</b>	<b>Pkg. Size</b>	<b>Current Vending Price</b>	<b>Proposed Vending Price</b>
Funyons	1.25 oz.	\$0.75	\$0.75
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Ruffles	1.125 oz.	\$0.75	\$0.75
Gardettos	1.65 oz.	\$0.75	\$0.75
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Dolly Mad. Gems	4.0 oz.	\$1.00	\$1.00
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M/Wave Popcorn	3.5 oz.	\$1.00	\$1.00
Grandma's Cookies	2.75 oz.	\$1.00	\$1.00
Rice Krisp Treats	1.3 oz.	\$1.00	\$1.00
Fam. Amos Cookies	2.0 oz.	\$1.00	\$1.00
Ritz Bits	1.75 oz.	\$1.00	\$1.00
Milkyway	2.05 oz.	\$0.85	\$1.00
Nut Roll	1.8 oz.	\$0.85	\$1.00
Corn Nuts	1.5 oz.	\$0.85	\$1.00
Twizzlers	2.25 oz.	\$0.85	\$1.00
Twix	2.0 oz.	\$0.85	\$1.00
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Snickers	2.07 oz.	\$0.85	\$1.00
Butterfinger	2.1 oz.	\$0.85	\$1.00
3 Musketeers	1.5 oz.	\$0.85	\$1.00
Shock Tarts	1.65 oz.	\$0.85	\$1.00

Product	Pkg. Size	Current Vending Price	Proposed Vending Price
Runts	1.85 oz.	\$0.85	\$1.00
Oreos	2.0 oz.	\$0.85	\$1.00
Milk Duds	1.85 oz.	\$0.85	\$1.00
Fritos	1.0 oz.	\$0.50	\$0.50
Chee-tos	1.0 oz.	\$0.50	\$0.50

**Commission:** The Contractor shall pay the University a percentage of all sales under this Contract as a commission. Said commission shall be stated and paid as a percentage of gross U.S. dollar sales without the deduction of any costs by the Contractor, including but not limited to, applicable sales or other taxes. The percent commission offered by the Contractor is 10 %.

**Annual Support Package (Define)**

1. ~~\$ 3,000~~ Annual Scholarship
2. ~~\$ 1,000~~ Annual Athletic Scholarship

**Vending Machine Locations:**

Location	Machine Make	# of Selections	\$ 1 Validation	Credit Card
Cunningham	Rowe 5900	40	Yes	Pending
Stroup	Rowe 5900	32	Yes	Pending
Union	Rowe 5900	32	Yes	Pending
<b>Picken</b>	<b>Install a machine by 06/01/10</b>			
Forsyth	Rowe 5900	40	Yes	Yes
Custer	Rowe 5900	24	Yes	Pending
Admissions	Rowe 4900	32	Yes	Yes
Agnew	Removed – 06/21/10	Demoliton of building		
McMindes	Rowe 4900	40	Yes	Yes
Wiest	Rowe 4900	40	Yes	Yes
Wooster	Rowe 4900	32	Yes	Pending
Malloy	Rowe 4900	40	Yes	Pending
Maintenance		32	Yes	Pending

During the year the vendor will be installing Credit Card readers where possible.



# FORT HAYS STATE UNIVERSITY

*Forward thinking. World ready.*

## CONTRACT RENEWAL

Date of Award: April 2, 2010

Contract Number: 00865

Item: Food/Snack Vending Services

Fort Hays State University Purchasing Office  
Telephone: 785-628-4251  
E-Mail Address: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)  
Web Address: <http://www.fhsu.edu/purchasing>

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

Period of Contract: June 1, 2010 through May 31, 2011  
Final renewal

Contractor: H.E. Hutchinson & Sons, Inc.  
801 E. 11<sup>th</sup>, P.O. Box 804  
Hays, KS 67601  
Telephone: 785-625-3656  
Fax: 785-625-3671  
Contact Person: Terry Hutchinson

Prices: See Attached

Payment Terms: Net 30

**Conditions:** Effective June 1, 2010, install a vending machine in Picken Hall (North end of second floor).

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

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**The above referenced contract renewal 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/>.

### Pricing

<b>Product</b>	<b>Pkg. Size</b>	<b>Current Vending Price</b>	<b>Proposed Vending Price</b>
Funyons	1.25 oz.	\$0.75	\$0.75
Doritos	1.75 oz.	\$0.75	\$0.75
Chee-tos	2.125 oz.	\$0.75	\$0.75
Ruffles	1.125 oz.	\$0.75	\$0.75
Gardettos	1.65 oz.	\$0.75	\$0.75
Apple Pie	4.5 oz.	\$1.00	\$1.00
Dolly Mad. Gems	4.0 oz.	\$1.00	\$1.00
R/Bow Cakes	3.25 oz.	\$1.00	\$1.00
Pop-Tarts	3.5 oz.	\$1.00	\$1.00
M/Wave Popcorn	3.5 oz.	\$1.00	\$1.00
Grandma's Cookies	2.75 oz.	\$1.00	\$1.00
Rice Krisp Treats	1.3 oz.	\$1.00	\$1.00
Fam. Amos Cookies	2.0 oz.	\$1.00	\$1.00
Ritz Bits	1.75 oz.	\$1.00	\$1.00
Milkyway	2.05 oz.	\$0.85	\$1.00
Nut Roll	1.8 oz.	\$0.85	\$1.00
Corn Nuts	1.5 oz.	\$0.85	\$1.00
Twizzlers	2.25 oz.	\$0.85	\$1.00
Twix	2.0 oz.	\$0.85	\$1.00
Whatchamacallit	1.7 oz.	\$0.85	\$1.00
M & M's	1.74 oz.	\$0.85	\$1.00
Cheese Crackers	1.46 oz.	\$0.85	\$1.00
Skittles	2.17 oz.	\$0.85	\$1.00
Snickers	2.07 oz.	\$0.85	\$1.00
Butterfinger	2.1 oz.	\$0.85	\$1.00
3 Musketeers	1.5 oz.	\$0.85	\$1.00
Shock Tarts	1.65 oz.	\$0.85	\$1.00
Runts	1.85 oz.	\$0.85	\$1.00

Product	Pkg. Size	Current Vending Price	Proposed Vending Price
Oreos	2.0 oz.	\$0.85	\$1.00
Milk Duds	1.85 oz.	\$0.85	\$1.00
Fritos	1.0 oz.	\$0.50	\$0.50
Chee-tos	1.0 oz.	\$0.50	\$0.50

**Commission:** The Contractor shall pay the University a percentage of all sales under this Contract as a commission. Said commission shall be stated and paid as a percentage of gross U.S. dollar sales without the deduction of any costs by the Contractor, including but not limited to, applicable sales or other taxes. The percent commission offered by the Contractor is 10 %.

#### Annual Support Package (Define)

1. **\$ 3,000** Annual Scholarship
2. **\$ 1,000** Annual Athletic Scholarship

#### Vending Machine Locations:

Location	Machine Make	# of Selections	\$ 1 Validation	Credit Card
Cunningham	Rowe 5900	40	Yes	Pending
Stroup	Rowe 5900	32	Yes	Pending
Union	Rowe 5900	32	Yes	Pending
<b>Picken</b>	<b>Install a machine by 06/01/10</b>			
Forsyth	Rowe 5900	40	Yes	Yes
Custer	Rowe 5900	24	Yes	Pending
Admissions	Rowe 4900	32	Yes	Yes
Agnew	Rowe 4900	40	Yes	Pending
McMindes	Rowe 4900	40	Yes	Yes
Wiest	Rowe 4900	40	Yes	Pending
Wooster	Rowe 4900	32	Yes	Pending
Malloy	Rowe 4900	40	Yes	Pending
Maintenance		32	Yes	Pending

During the year the vendor will be installing Credit Card readers where possible.



## CONTRACT RENEWAL

Date of Award: June 01, 2009

**Contract Number:** 00865

**Item:** Food/Snack Vending Services

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

Period of Contract: June 1, 2009 through May 31, 2010  
with one (1) year renewal

Contractor: H.E. Hutchinson & Sons, Inc.  
801 E. 11<sup>th</sup>, P.O. Box 804  
Hays, KS 67601  
Telephone: 785-625-3656  
Fax: 785-625-3671  
Contact Person: Terry Hutchinson

Prices: See Attached

Payment Terms: Net 30

Pricing is not available to the political subdivisions of the State of Kansas.

**Conditions of Contract:** The following terms and conditions of contract #00865 remain in effect and are incorporated by reference herein, unless changed by the terms of this addendum or contract extension, including: State of Kansas DA-45/146a; specifications and conditions of the proposal including any addenda; vendor's response including any addenda, appendices and exhibits.

"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."

**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. State of Kansas 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 and exhibits.

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

**Price Adjustments:** On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least sixty (60) days prior to the anniversary date to substantiate any claim for increase provided under this Contract.

## Pricing

<b>Product</b>	<b>Pkg. Size</b>	<b>Current Vending Price</b>	<b>Proposed Vending Price</b>
Funyons	1.25 oz.	\$0.75	\$0.75
Doritos	1.75 oz.	\$0.75	\$0.75
Chee-tos	2.125 oz.	\$0.75	\$0.75
Ruffles	1.125 oz.	\$0.75	\$0.75
Apple Pie	4.5 oz.	\$1.00	\$1.00
Dolly Mad. Gems	4.0 oz.	\$1.00	\$1.00
R/Bow Cakes	3.25 oz.	\$1.00	\$1.00
Pop-Tarts	3.5 oz.	\$1.00	\$1.00
M/Wave Popcorn	3.5 oz.	\$1.00	\$1.00
Grandma's Cookies	2.75 oz.	\$1.00	\$1.00
Rice Krisp Treats	1.3 oz.	\$1.00	\$1.00
Fam. Amos Cookies	2.0 oz.	\$1.00	\$1.00
Ritz Bits	1.75 oz.	\$1.00	\$1.00
Milkyway	2.05 oz.	\$0.75	\$0.85
Nut Roll	1.8 oz.	\$0.75	\$0.85
Corn Nuts	1.5 oz.	\$0.75	\$0.85
Twizzlers	2.25 oz.	\$0.75	\$0.85
Twix	2.0 oz.	\$0.75	\$0.85
Whatchamacallit	1.7 oz.	\$0.75	\$0.85
M & M's	1.74 oz.	\$0.75	\$0.85
Cheese Crackers	1.46 oz.	\$0.75	\$0.85
Skittles	2.17 oz.	\$0.75	\$0.85
Snickers	2.07 oz.	\$0.75	\$0.85
Butterfinger	2.1 oz.	\$0.75	\$0.85
3 Musketeers	1.5 oz.	\$0.75	\$0.85
Shock Tarts	1.65 oz.	\$0.75	\$0.85
Runts	1.85 oz.	\$0.75	\$0.85

<b>Product</b>	<b>Pkg. Size</b>	<b>Current Vending Price</b>	<b>Proposed Vending Price</b>
Oreos	2.0 oz.	\$0.75	\$0.85
Milk Duds	1.85 oz.	\$0.75	\$0.85
Gardettos	1.65 oz.	\$0.75	\$0.75
Fritos	1.0 oz.	\$0.50	\$0.50
Chee-tos	1.0 oz.	\$0.50	\$0.50

**Commission:** The Contractor shall pay the University a percentage of all sales under this Contract as a commission. Said commission shall be stated and paid as a percentage of gross U.S. dollar sales without the deduction of any costs by the Contractor, including but not limited to, applicable sales or other taxes. The percent commission offered by the Contractor is 10 %.

**Annual Support Package (Define)**

1. **\$ 3,000** Annual Scholarship
2. **\$ 1,000** Annual Athletic Scholarship

**Vending Machine Locations:**

<b>Location</b>	<b>Machine Make</b>	<b># of Selections</b>	<b>\$ 1 Validation</b>	<b>Card Reader</b>
Cunningham	Rowe 5900	45	Yes	Yes
Stroup	Rowe 5900	36	Yes	No
Union	Rowe 5900	36	Yes	Yes
<b>Picken</b>	<b>Rowe 5900</b>	<b>Remove by 06/30/08 – No Other Location</b>		
Forsyth	Rowe 5900	45	Yes	Yes
Custer	Rowe 5900	26	Yes	No
Admissions	Rowe 4900	36	Yes	Yes
Agnew	Rowe 4900	45	Yes	Yes
McMindes	Rowe 4900	45	Yes	Yes
Wiest	Rowe 4900	45	Yes	Yes
Wooster	Rowe 4900	36	Yes	No
Malloy	Rowe 4900	36	Yes	No





## CONTRACT RENEWAL

Date of Award: June 01, 2008

**Contract Number:** 00865

**Item:** Food/Snack Vending Services

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

Period of Contract: June 1, 2008 through May 31, 2009  
with two (2) one (1) year renewals

Contractor: H.E. Hutchinson & Sons, Inc.  
801 E. 11<sup>th</sup>, P.O. Box 804  
Hays, KS 67601  
Telephone: 785-625-3656  
Fax: 785-625-3671  
Contact Person: Terry Hutchinson

Prices: See Attached

Payment Terms: Net 30

Pricing is not available to the political subdivisions of the State of Kansas.

**Conditions of Contract:** The following terms and conditions of contract #00865 remain in effect and are incorporated by reference herein, unless changed by the terms of this addendum or contract extension, including: State of Kansas DA-45/146a; specifications and conditions of the proposal including any addenda; vendor's response including any addenda, appendices and exhibits.

"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."

**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. State of Kansas 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 and exhibits.

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

**Price Adjustments:** On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least sixty (60) days prior to the anniversary date to substantiate any claim for increase provided under this Contract.

## Pricing

<b>Product</b>	<b>Pkg. Size</b>	<b>Current Vending Price</b>	<b>Proposed Vending Price</b>
Funyons	1.25 oz.	\$ 0.75	\$ 0.75
Doritos	1.75 oz.	\$ 0.75	\$ 0.75
Chee-tos	2.125 oz.	\$ 0.75	\$ 0.75
Ruffles	1.125 oz.	\$ 0.75	\$ 0.75
Apple Pie	4.5 oz.	\$ 0.75	\$ 1.00
Dolly Mad. Gems	4.0 oz.	\$ 0.75	\$ 1.00
R/Bow Cakes	3.25 oz.	\$ 0.75	\$ 1.00
Pop-Tarts	3.5 oz.	\$ 0.75	\$ 1.00
M/Wave Popcorn	3.5 oz.	\$ 0.70	\$ 1.00
Grandma's Cookies	2.75 oz.	\$ 0.70	\$ 1.00
Rice Krisp Treats	1.3 oz.	\$ 0.70	\$ 1.00
Fam. Amos Cookies	2.0 oz.	\$ 0.70	\$ 1.00
Ritz Bits	1.75 oz.	\$ 0.70	\$ 1.00
Milkyway	2.05 oz.	\$ 0.70	\$ 0.75
Nut Roll	1.8 oz.	\$ 0.70	\$ 0.75
Corn Nuts	1.5 oz.	\$ 0.70	\$ 0.75
Twizzlers	2.25 oz.	\$ 0.70	\$ 0.75
Twix	2.0 oz.	\$ 0.70	\$ 0.75
Whatchamacallit	1.7 oz.	\$ 0.70	\$ 0.75
M & M's	1.74 oz.	\$ 0.70	\$ 0.75
Cheese Crackers	1.46 oz.	\$ 0.70	\$ 0.75
Skittles	2.17 oz.	\$ 0.70	\$ 0.75
Snickers	2.07 oz.	\$ 0.70	\$ 0.75
Butterfinger	2.1 oz.	\$ 0.70	\$ 0.75
3 Musketeers	1.5 oz.	\$ 0.70	\$ 0.75
Shock Tarts	1.65 oz.	\$ 0.70	\$ 0.75
Runts	1.85 oz.	\$ 0.70	\$ 0.75

Product	Pkg. Size	Current Vending Price	Proposed Vending Price
Oreos	2.0 oz.	\$ 0.70	\$ 0.75
Milk Duds	1.85 oz.	\$ 0.70	\$ 0.75
Gardettos	1.65 oz.	\$ 0.65	\$ 0.75
Fritos	1.0 oz.	\$ 0.45	\$ 0.50
Chee-tos	1.0 oz.	\$ 0.45	\$ 0.50

**Commission:** The Contractor shall pay the University a percentage of all sales under this Contract as a commission. Said commission shall be stated and paid as a percentage of gross U.S. dollar sales without the deduction of any costs by the Contractor, including but not limited to, applicable sales or other taxes. The percent commission offered by the Contractor is 10 %.

**Annual Support Package (Define)**

1. **\$3,000** Annual Scholarship
2. **\$1,000** Annual Athletic Scholarship

**Vending Machine Locations:**

Location	Machine Make	# of Selections	\$ 1 Validation	Card Reader
Cunningham	Rowe 5900	45	Yes	Yes
Stroup	Rowe 5900	36	Yes	No
Union	Rowe 5900	36	Yes	Yes
<b>Picken</b>	<b>Rowe 5900</b>	<b>Remove by 06/30/08 – No Other Location</b>		
Forsyth	Rowe 5900	45	Yes	Yes
Custer	Rowe 5900	26	Yes	No
Admissions	Rowe 4900	36	Yes	Yes
Agnew	Rowe 4900	45	Yes	Yes
McMindes	Rowe 4900	45	Yes	Yes
Wiest	Rowe 4900	45	Yes	Yes
Wooster	Rowe 4900	36	Yes	No
Malloy	Rowe 4900	36	Yes	No



## CONTRACT RENEWAL

Date of Award: June 18, 2007

Contract Number: 00865

**Item: Food/Snack Vending Services**

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

Period of Contract: June 1, 2007 through May 31, 2008

Contractor: H.E. Hutchinson & Sons, Inc.  
801 E. 11<sup>th</sup>, P.O. Box 804  
Hays, KS 67601  
Telephone: 785-625-3656  
Fax: 785-625-3671  
Contact Person: Terry Hutchinson

Prices: See Attached

Payment Terms: Net 30

Pricing is not available to the political subdivisions of the State of Kansas.

**Conditions of Contract:** The following terms and conditions of contract #00865 remain in effect and are incorporated by reference herein, unless changed by the terms of this addendum or contract extension, including: State of Kansas DA-45/146a; specifications and conditions of the proposal including any addenda; vendor's response including any addenda, appendices and exhibits.

"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."

**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. State of Kansas 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 and exhibits.

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

**Price Adjustments:** On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least sixty (60) days prior to the anniversary date to substantiate any claim for increase provided under this Contract.

**Pricing**

<b>Product</b>	<b>Pkg. Size</b>	<b>Current Vend Price</b>	<b>Proposed Vend Price</b>
Funyons	1.25 oz.	\$ 0.75	\$ 0.75
Doritos	1.75 oz.	\$ 0.75	\$ 0.75
Chee-tos	2.125 oz.	\$ 0.75	\$ 0.75
Ruffles	1.125 oz.	\$ 0.75	\$ 0.75
Apple Pie	4.5 oz.	\$ 0.75	\$ 0.75
Dolly Mad. Gems	4.0 oz.	\$ 0.75	\$ 0.75
R/Bow Cakes	3.25 oz.	\$ 0.75	\$ 0.75
Pop-Tarts	3.5 oz.	\$ 0.75	\$ 0.75
M/Wave Popcorn	3.5 oz.	\$ 0.70	\$ 0.70
Grandma's Cookies	2.75 oz.	\$ 0.70	\$ 0.70
Rice Krisp Treats	1.3 oz.	\$ 0.70	\$ 0.70
Fam. Amos Cookies	2.0 oz.	\$ 0.70	\$ 0.70
Ritz Bits	1.75 oz.	\$ 0.70	\$ 0.70
Milkyway	2.05 oz.	\$ 0.70	\$ 0.70
Nut Roll	1.8 oz.	\$ 0.70	\$ 0.70
Corn Nuts	1.5 oz.	\$ 0.70	\$ 0.70
Twizzlers	2.25 oz.	\$ 0.70	\$ 0.70
Twix	2.0 oz.	\$ 0.70	\$ 0.70
Whatchamacallit	1.7 oz.	\$ 0.70	\$ 0.70
M & M's	1.74 oz.	\$ 0.70	\$ 0.70
Cheese Crackers	1.46 oz.	\$ 0.70	\$ 0.70
Skittles	2.17 oz.	\$ 0.70	\$ 0.70
Snickers	2.07 oz.	\$ 0.70	\$ 0.70
Butterfinger	2.1 oz.	\$ 0.70	\$ 0.70
3 Musketeers	1.5 oz.	\$ 0.70	\$ 0.70
Shock Tarts	1.65 oz.	\$ 0.70	\$ 0.70
Runts	1.85 oz.	\$ 0.70	\$ 0.70

Product	Pkg. Size	Current Vend Price	Proposed Vend Price
Oreos	2.0 oz.	\$ 0.70	\$ 0.70
Milk Duds	1.85 oz.	\$ 0.70	\$ 0.70
Gardettos	1.65 oz.	\$ 0.65	\$ 0.65
Fritos	1.0 oz.	\$ 0.45	\$ 0.45
Chee-tos	1.0 oz.	\$ 0.45	\$ 0.45

**Commission:** The Contractor shall pay the University a percentage of all sales under this Contract as a commission. Said commission shall be stated and paid as a percentage of gross U.S. dollar sales without the deduction of any costs by the Contractor, including but not limited to, applicable sales or other taxes. The percent commission offered by the Contractor is 10 %.

**Annual Support Package (Define)**

1. **\$2,600** Annual Scholarship
2. **\$ 500** Annual Athletic Scholarship

**Vending Machine Locations:**

Location	Machine Make	# of Selections	\$ 1 Validation	Card Reader
Cunningham	Rowe 5900	45	Yes	Yes
Stroup	Rowe 5900	36	Yes	No
Union	Rowe 5900	36	Yes	Yes
Picken	Rowe 5900	36	Yes	Yes
Forsyth	Rowe 5900	45	Yes	Yes
Custer	Rowe 5900	26	Yes	No
Admissions	Rowe 4900	36	Yes	Yes
Agnew	Rowe 4900	45	Yes	Yes
McMindes	Rowe 4900	45	Yes	Yes
Wiest	Rowe 4900	45	Yes	Yes
Wooster	Rowe 4900	36	Yes	No
Malloy	Rowe 4900	36	Yes	No

"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."

Contractor: H.E. Hutchinson & Sons, Inc.

Agency: Fort Hays State University

By: \_\_\_\_\_

By: \_\_\_\_\_  
Philip C. Toepfer

Title: \_\_\_\_\_

Title: Controller

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **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."