FORT HAYS STATE UNIVERSITY

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ADDENDUM

August 19, 2013

Addendum Number: 4

Contract Number: 09012

Fort Hays State University Purchasing Office
E-Mail Address: purchasing@fhsu.edu
Web Address: http://www.fhsu.edu/ purchasing/
Telephone: 785-628-4251
Fax: 785-628-4046

Item: **Exclusive Beverage Contract**

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

Term of Contract: The term of the contract begins July 1, 2009 for the University and September 1, 2009 for the Department of Athletics and ends June 30, 2014 with the option for two (2) additional two (2) year renewal(s) by written agreement of the parties. Agreement Year shall mean each twelve (12) month period beginning on July 1 of one year and end on June 30 of the following year.

Conditions:

Pricing effective July 1, 2013 through June 30, 2014 (see page 2 of Addendum 4).

PEPSICO Foodservice

FORT HAYS STATE UNIVERSITY

Effective August 1, 2013

Brand	Package	#/Case	Your Price	Per Unit
Carbonated Soft Drinks	12oz Cans	24	$ 9.60	$ 0.40
	12oz Plastic	24	$ 11.60	$ 0.48
	16oz Can Kickstart	12	$ 12.18	$ 1.02
	20oz Plastic	24	$ 19.19	$ 0.80
	1L Plastic	12	$ 16.85	$ 1.40
	2L Plastic	8	$ 13.80	$ 1.73
Aquafina	20oz Plastic Base	24	$ 18.28	$ 0.76
	20oz Plastic Splash	24	$ 19.19	$ 0.80
	1L Plastic	12	$ 16.85	$ 1.40
	12oz Plastic	24	$ 9.60	$ 0.40
Gatorade	12oz Plastic	24	$ 18.55	$ 0.77
	20oz Plastic	24	$ 23.72	$ 0.99
	20oz Plastic Propel	24	$ 26.07	$ 1.09
	20oz Plastic G2	24	$ 23.72	$ 0.99
	.52 oz Packet	32	$ 10.00	$ 0.31
	32oz Plastic G2	15	$ 21.07	$ 1.40
O.N.E. Coconut Water	11.2 oz Carton	12	$ 18.55	$ 1.55
	8.5oz Carton	12	$ 13.40	$ 1.12
	6.75 oz Carton KIDS	32	$ 16.90	$ 0.53
	16.9oz Carton ACTIVE	12	$ 19.57	$ 1.63
SoBe	20oz Plastic Juices & Teas	12	$ 14.55	$ 1.21
	20oz Plastic Lifewater	12	$ 14.55	$ 1.21
Energy Drinks	12oz Starbucks Refreshers	12	$ 17.00	$ 1.42
	15oz Rockstar Roasted	24	$ 41.95	$ 1.75
	15oz Starbucks Energy Coffee	12	$ 20.40	$ 1.70
	16oz Cans Energy	12	$ 18.77	$ 1.56
Ocean Spray	15.2oz Plastic	12	$ 12.15	$ 1.01
Lipton	18.5oz Pureleaf	12	$ 12.15	$ 1.01
	20oz Naturals	15	$ 15.00	$ 1.00
	20oz Brisk & Iced Teas	24	$ 19.19	$ 0.80
	1L Brisk Teas	12	$ 16.85	$ 1.40
	12oz Can Brisk	24	$ 9.60	$ 0.40
Tazo Tea	13.8oz Glass	12	$ 14.00	$ 1.17
Coffee	9.5oz Glass Starbucks Frappuccino	24	$ 27.30	$ 1.14
	6.5oz Can Starbucks Doubleshot	12	$ 17.70	$ 1.48
	11oz Glass Starbucks Iced Coffee	12	$ 15.25	$ 1.27
Muscle Milk	14oz plastic	12	$ 27.60	$ 2.30

We reserve the right to make changes to this pricing and to limit quantities to ensure the quality of our products.

FORT HAYS STATE UNIVERSITY

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ADDENDUM

July 1, 2012

Addendum Number: 3

Contract Number: 09012

Fort Hays State University Purchasing Office
E-Mail Address: purchasing@fhsu.edu
Web Address: http://www.fhsu.edu/ purchasing/
Telephone: 785-628-4251
Fax: 785-628-4046

Item: **Exclusive Beverage Contract**

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

Term of Contract: The term of the contract begins July 1, 2009 for the University and September 1, 2009 for the Department of Athletics and ends June 30, 2014 with the option for two (2) additional two (2) year renewal(s) by written agreement of the parties. Agreement Year shall mean each twelve (12) month period beginning on July 1 of one year and end on June 30 of the following year.

Conditions:

1. **Pricing effective July 1, 2012 through June 30, 2013 (see page 2 of Addendum 3).**

2. **Pepsi has approved the install of Gold Peak Brewed Tea Urns at Chartwells/Fort Hays State University with the understanding that the Lipton Tea Urns from Pepsi will remain installed and utilized in the same locations. At no time that Gold Peak is being served will Pepsi allow the Lipton Urns to be removed. No additional merchandising/advertising of Gold Peak is acceptable. This approval will need to be revisited at the time of contract renewal negotiations.**

3. **Contractor contact information changed to the following:**
   Pepsi Beverage Company
   Theresa E. Neubauer, Food Service Representative
   355 Industrial Drive
   Garden City, KS 67846
   theresa.neubauer@pepsico.com
   Cell Phone: 620-271-4327
   Fax: 620-275-2957

PEPSI BEVERAGES CO. MIDWEST MARKET UNIT

Fort Hays State University/Chartwells
Bottle and Can Pricing Sheet
Pricing Effective August 1, 2012 - July 31, 2013

CARBONATED SOFT DRINKS EVERYDAY LOW PRICING

Packages	Size/Units	On Invoice Cost	Unit Cost	Retail	Margin
12oz Cans	*12oz. 4/6 pk*	***$ 9.32***	*$ 0.39*	***$ 1.00***	*61%*
12oz PET CSD	*12 oz. 8/3 pk*	***$ 11.28***	*$ 0.47*	***$ 1.25***	*62%*
1 Liter PET CSD	*1L 12/1*	***$ 16.35***	*$ 1.36*	***$ 2.00***	*32%*
20oz PET Bottles CSD	*20 oz. 24L*	***$ 18.63***	*$ 0.78*	***$ 1.50***	*48%*

Aquafina Everyday Low Pricing

Packages	Size/Units	On Invoice Cost	Unit Cost	Suggested	Margin
12oz PET Aquafina	*12 oz. 8/3 pk*	***$ 9.32***	*$ 0.39*	***$ 1.00***	*61%*
16.9oz PET Aquafina	*16.9oz 24/1*	***$ 7.00***	*Not for resale*		
20oz Aquafina	*20 oz. 24L*	***$ 17.75***	*$ 0.74*	***$ 1.50***	*51%*
20oz Aquafina Splash	*20 oz. 24L*	***$ 18.63***	*$ 0.78*	***$ 1.50***	*48%*
1 Liter Aquafina Water	*1 Ltr 1/12 L*	***$ 16.35***	*$ 1.36*	***$ 1.75***	*22%*

New Age Beverages Everyday Low Pricing

Packages	Size/Units	On Invoice Cost	Unit Cost	Suggested	Margin
Ocean Spray Juice	*15 oz. 12L*	***$ 11.80***	*$ 0.98*	***$ 1.75***	*44%*
Rockstar Energy	*12 oz. 1/12*	***$ 17.60***	*$ 1.47*	***$ 2.00***	*27%*
Rockstar Energy	*12 oz. 1/24*	***$ 35.20***	*$ 1.47*	***$ 2.00***	*27%*
Mt. Dew Amp/SoBe Energy	*16 oz. 12L*	***$ 18.22***	*$ 1.52*	***$ 2.50***	*39%*
Mt. Dew Amp/SoBe Energy/Rockstar	*24 oz. 12L*	***$ 25.72***	*$ 2.14*	***$ 3.00***	*29%*
Rockstar Energy	*16 oz. 24L*	***$ 36.43***	*$ 1.52*	***$ 2.50***	*39%*
Rockstar Roasted	*15 oz. 24L*	***$ 40.73***	*$ 1.70*	***$ 2.50***	*32%*
Muscle Milk	*14oz1/12*	***$ 26.81***	*$ 2.23*	***$ 3.25***	*31%*
Tazo Tea	*13.8oz 12L*	***$ 14.39***	*$ 1.20*	***$ 1.90***	*37%*
Lipton Plastic Tea	*18.5oz 6/2,1/12*	***$ 11.80***	*$ 0.98*	***$ 1.75***	*44%*
Lipton Tea	*1L 12 pk*	***$ 16.35***	*$ 1.36*	***$ 2.00***	*32%*
Starbuck Refreshers	*12oz 1/12*	***$ 16.50***	*$ 1.38*	***$ 2.00***	*31%*
Starbuck Doubleshot	*6.5oz 1/12*	***$ 17.18***	*$ 1.43*	***$ 2.00***	*28%*
Seattles Best Frapp 12 pack (small)	*9.5 oz 1/12*	***$ 13.25***	*$ 1.10*	***$ 2.00***	*45%*
Seattles Best Frapp 24 pack (small)	*9.5 oz 1/24*	***$ 26.50***	*$ 1.10*	***$ 2.00***	*45%*
Seattles Best Frapp (large)	*13.7 oz 12L*	***$ 21.37***	*$ 1.78*	***$ 2.50***	*29%*
Seattles Best Frapp Energy	*15 oz 1/12L*	***$ 19.82***	*$ 1.65*	***$ 2.50***	*34%*
20oz PET Bottles Brisk	*20 oz. 24L*	***$ 18.63***	*$ 0.78*	***$ 1.50***	*48%*
20oz Lipton Naturals	*20 oz. 1/15*	***$ 14.59***	*$ 0.61*	***$ 1.50***	*59%*
24oz Lipton Brisk Tea	*24 oz. 1/12*	***$ 8.20***	*$ 0.34*	***$ 1.00***	*66%*
SoBe Juice	*20 oz. 12L*	***$ 14.13***	*$ 1.18*	***$ 1.75***	*33%*
SoBe Life Water	*20 oz. 12L*	***$ 14.13***	*$ 1.18*	***$ 1.75***	*33%*
ONE Coconut Water	*11.2oz 1/12*	***$ 18.00***	*$ 1.50*	***$ 2.00***	*25%*
ONE Coconut Water	*8.5oz 1/12*	***$ 13.10***	*$ 1.09*	***$ 1.75***	*38%*
ONE Coconut Water	*16.9oz 12/1*	***$ 19.00***	*$ 1.58*	***$ 1.75***	*10%*
ONE Coconut Water	*6.75oz 1/8*	***$ 16.40***	*$ 1.37*	***$ 1.75***	*22%*
Gatorade .52oz	*32L*	***$ 9.72***	*$ 0.81*	***$ 1.75***	*54%*
Gatorade 4oz	*20L*	***$ 21.11***	*$ 1.76*	***$ 2.00***	*12%*
Gatorade 12oz PET	*12 oz. 24/1 pk*	***$ 18.01***	*$ 0.75*	***$ 1.25***	*40%*
Gatorade Propel 20oz	*20 oz 1/24 L*	***$ 25.31***	*$ 1.05*	***$ 1.75***	*40%*
Gatorade 20oz	*20 oz 1/24 L*	***$ 23.03***	*$ 0.96*	***$ 1.50***	*36%*

FORT HAYS STATE UNIVERSITY

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ADDENDUM

July 1, 2011

Addendum Number: 2

Contract Number: 09012

Fort Hays State University Purchasing Office
E-Mail Address: purchasing@fhsu.edu
Web Address: http://www.fhsu.edu/ purchasing/
Telephone: 785-628-4251
Fax: 785-628-4046

Item: **Exclusive Beverage Contract**

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

Term of Contract: The term of the contract begins July 1, 2009 for the University and September 1, 2009 for the Department of Athletics and ends June 30, 2014 with the option for two (2) additional two (2) year renewal(s) by written agreement of the parties. Agreement Year shall mean each twelve (12) month period beginning on July 1 of one year and end on June 30 of the following year.

Conditions:

New pricing effective July 1, 2011 through June 30, 2012.

Bottle and Can Pricing Sheet

Pricing Effective July 1, 2011 - June 30, 2012

CARBONATED SOFT DRINKS EVERYDAY LOW PRICING

Packages	Size/Units	On Invoice Cost	Unit Cost	Suggested Retail	Margin
12oz Cans	*12oz. 4/6 pk*	***$ 9.00***	*$ 0.38*	***$ 1.00***	*63%*
12oz PET CSD	*12 oz. 8/3 pk*	***$ 10.90***	*$ 0.45*	***$ 1.25***	*64%*
1 Liter PET CSD	*1L 12/1*	***$ 15.80***	*$ 1.32*	***$ 2.00***	*34%*
20oz PET Bottles CSD	*20 oz. 24L*	***$ 18.00***	*$ 0.75*	***$ 1.50***	*50%*

Aquafina Everyday Low Pricing

Packages	Size/Units	On Invoice Cost	Unit Cost	Suggested Retail	Margin
12oz PET Aquafina	*12 oz. 8/3 pk*	***$ 9.00***	*$ 0.38*	***$ 1.00***	*63%*
20oz Aquafina	*20 oz. 24L*	***$ 17.15***	*$ 0.71*	***$ 1.50***	*52%*
20oz Aquafina Splash	*20 oz. 24L*	***$ 18.00***	*$ 0.75*	***$ 1.50***	*50%*
1 Liter Aquafina Water	*1 Ltr 1/12 L*	***$ 15.80***	*$ 1.32*	***$ 1.75***	*25%*

New Age Beverages Everyday Low Pricing

Packages	Size/Units	On Invoice Cost	Unit Cost	Suggested Retail	Margin
Ocean Spray Juice	*15 oz. 12L*	***$ 11.40***	*$ 0.95*	***$ 1.75***	*46%*
Rockstar Energy	*12 oz. 1/12*	***$ 17.00***	*$ 1.42*	***$ 2.00***	*29%*
Mt. Dew Amp/SoBe Energy	*16 oz. 12L*	***$ 17.60***	*$ 1.47*	***$ 2.50***	*41%*
Mt. Dew Amp/SoBe Energy	*24 oz. 12L*	***$ 26.15***	*$ 2.18*	***$ 3.00***	*27%*
Rockstar Energy	*16 oz. 24L*	***$ 35.20***	*$ 1.47*	***$ 2.50***	*41%*
Rockstar Roasted	*15 oz. 24L*	***$ 39.35***	*$ 1.64*	***$ 2.50***	*34%*
22oz PET & 24oz Can Rockstar	*22oz,24oz 1/12*	***$ 24.85***	*$ 2.07*	***$ 3.25***	*36%*
32oz Can Rockstar	*32oz 1/12*	***$ 31.05***	*$ 2.59*	***$ 3.25***	*20%*
Muscle Milk	*14oz1/12*	***$ 25.90***	*$ 2.16*	***$ 3.25***	*34%*
Tazo Tea	*13.8oz 12L*	***$ 13.90***	*$ 1.16*	***$ 1.90***	*39%*
Lipton Glass Tea	*16oz 6/2,1/12*	***$ 11.40***	*$ 0.95*	***$ 1.75***	*46%*
Lipton Tea	*1L 12 pk*	***$ 15.80***	*$ 1.32*	***$ 2.00***	*34%*
Lipton Jug Tea	*1 Gal 1/6 Pl*	***$ 16.60***	*$ 2.77*	***$ 3.50***	*21%*
Seattles Best Frapp 12 pack (small)	*9.5 oz 1/12*	***$ 12.80***	*$ 1.07*	***$ 2.00***	*47%*
Seattles Best Frapp 24 pack (small)	*9.5 oz 1/24*	***$ 25.60***	*$ 1.07*	***$ 2.00***	*47%*
Seattles Best Frapp (large)	*13.7 oz 12L*	***$ 20.65***	*$ 1.72*	***$ 2.50***	*31%*
Seattles Best Frapp Energy	*15 oz 1/12L*	***$ 19.15***	*$ 1.60*	***$ 2.50***	*36%*
20oz PET Bottles Lipton/Trop/HP	*20 oz. 24L*	***$ 18.00***	*$ 0.75*	***$ 1.50***	*50%*
20oz Lipton Naturals	*20 oz. 1/15*	***$ 16.20***	*$ 0.68*	***$ 1.50***	*55%*
SoBe Juice	*20 oz. 12L*	***$ 13.65***	*$ 1.14*	***$ 1.75***	*35%*
SoBe Life Water	*20 oz. 12L*	***$ 13.65***	*$ 1.14*	***$ 1.75***	*35%*
Gatorade 12oz PET	*12 oz. 24/1 pk*	***$ 17.40***	*$ 0.73*	***$ 1.25***	*42%*
Gatorade Propel 20oz	*20 oz 1/24 L*	***$ 24.45***	*$ 1.02*	***$ 1.75***	*42%*
Gatorade 20oz	*20 oz 1/24 L*	***$ 22.25***	*$ 0.93*	***$ 1.50***	*38%*

FORT HAYS STATE UNIVERSITY

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ADDENDUM

December 22, 2010

Addendum Number: 1

Contract Number: 09012

Fort Hays State University Purchasing Office
E-Mail Address: purchasing@fhsu.edu
Web Address: http://www.fhsu.edu/ purchasing/
Telephone: 785-628-4251
Fax: 785-628-4046

Item: **Exclusive Beverage Contract**

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

Term of Contract: The term of the contract begins July 1, 2009 for the University and September 1, 2009 for the Department of Athletics and ends June 30, 2014 with the option for two (2) additional two (2) year renewal(s) by written agreement of the parties. Agreement Year shall mean each twelve (12) month period beginning on July 1 of one year and end on June 30 of the following year.

Conditions:

Product Price and Adjustments: Initial pricing is set forth on Appendix A to this Agreement. Beginning with Agreement Year Three, such pricing is subject to increase once each Agreement Year, such increase not to exceed four percent (4%) in any Agreement Year. Pepsi will meet with University each Agreement Year to review changes to Product pricing.

Contractor contact information changed to the following:
Contractor: Pepsi Beverages Company
Oklahoma Market Unit/Midwest Market Unit
3701 South Zero Street
Fort Smith, AR 72908
Phone: 479-648-7221 or Cell: 479-225-0213
Contact: Gary Bailey, Foodservice Workplace Manager
Email: gary.bailey@pepsico.com
FEIN: 13-4042452

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

FORT HAYS STATE UNIVERSITY

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CONTRACT AWARD

Date of Award: July 1, 2009

Contract Number: 09012

Replaces Contract: 33656

Fort Hays State University Purchasing Office
E-Mail Address: purchasing@fhsu.edu
Web Address: http://www.fhsu.edu/adminfin/purchasing/
Telephone: 785-628-4251
Fax: 785-628-4046

Item: **Exclusive Beverage Contract**

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

Term of Contract: The term of the contract begins July 1, 2009 for the University and September 1, 2009 for the Department of Athletics and ends June 30, 2014 with the option for two (2) additional two (2) year renewal(s) by written agreement of the parties. Agreement Year shall mean each twelve (12) month period beginning on July 1 of one year and end on June 30 of the following year.

Scope: Fort Hays State University is providing exclusive beverage pouring rights to The Pepsi Bottling Group ("Pepsi") in accordance with bid specifications of RFP #09012 during the contract period referenced above. The beverage products manufactured and distributed by Pepsi shall be the exclusive carbonated and non-carbonated, non-alcoholic beverages sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with (i) the University, (ii) the athletic teams associated with the University, and (iii) events conducted at the University. Pepsi's exclusive rights will extend to all facilities owned, operated or controlled by the University, including all grounds, parking lots, buildings, athletic facilities, all food service locations, concessions, retail locations and vending locations. University is required, and shall require its food service operator and all other third parties selling beverages at the University to purchase all beverage products directly from Pepsi at the prices established pursuant to this Agreement.

Contractor: The Pepsi Bottling Group ("Pepsi")
101 W. 48th Street South
Wichita, KS 67217
Phone: 800-759-3131 or 316-527-9707
Contact: Amy McCampbell
Email: amy.mccampbell@pepsi.com
FEIN: 13-4042452

Additional Contacts:

The Pepsi Bottling Group
355 South Industrial Dr.
Garden City, KS 67846
FEIN: 36-2593135
Phone: 800-447-7972/620-275-5312
Contact Person: Theresa Neubauer
Email: theresa.neubauer@pepsi.com

The Pepsi Bottling Group
2000 Front Street
Hays, KS 67601
Phone: 800-794-4761/785-628-3024
Contact Person: Nancy Lawler
Email: nancy.lawler@pepsi.com
Contact Person: Todd Churchill
Email: todd.churchill@pepsi.com

Payment Terms: Net 30 and subject to terms of Pepsi's standard credit agreement.

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

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

CONDITIONS

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

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

a. Contract Provisions Attachment DA-45/146a;
b. Written modifications and addenda to the executed contract;
c. Written contract signed by the parties;
d. Request for Proposal #09012 including Addenda 1 and 2;
e. Contractor's written proposal responses for Exclusive Beverage Contract, including:
   1) Original Technical Proposal and Cost, Sale Price, Commission Rate, and Other Support Proposal.
   2) Emails between FHSU and Pepsi regarding FHSU RFP 09012; i.e., Response to Questions; Best and Final Cost, Sale Price, Commission Rate, and Other Support Proposal, etc.

FHSU Contacts.

Department of Athletics:
Mr. Curtis Hammeke, Director, 785-628-4050

University Contact:
Mr. Mike Barnett, Vice President for Administration and Finance, 785-628-4251

Financial Contact. Annual support payments and financial and scholarship contributions should be designated as "University" or "Department of Athletics" and mailed to:

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

Consideration. In consideration of the exclusive rights provided to Pepsi hereunder, Pepsi will provide the following consideration to the University:

A. Annual Financial Support.

1. Pepsi will provide 280 cases of donated product per Agreement Year as follows:

   a. Athletics: 120 cases of 12 oz. Cans and 16.9 oz. Aquafina only
   b. Academic/University: 110 cases of 12 oz. Cans and 16.9 oz. Aquafina
   c. Academic/University: 10 cases of 16.9 oz. Lipton Green Tea
   d. Back-to-school: 40 cases of 12 oz. Cans and 16.9 oz. Aquafina only

   Pepsi agrees to review requests for additional donated product made by FHSU on a case by case basis.

2. Pepsi will provide Marketing Initiatives / Advertising for the University and Department of Athletics:

   a. Radio Tags – Valued $2,000 Annually
   b. Cube Inserts – Valued $25,000 Annually

   Marketing/Advertising Initiatives not use during any agreement Year will not be carried over to a subsequent year and will not be redeemable for a cash payment.

3. Pepsi will provide the following Scholarships:

   a. Academic Scholarship – $10,000 paid annually within the first 45 days of the beginning of each new Agreement Year.

   b. Department of Athletics Scholarship – $10,000 paid annually within the first 45 days of the beginning of each new Agreement Year.

4. Pepsi will provide the University and Department of Athletics Equipment Upgrades to assist the University in upgrading technology.

5. Pepsi will provide the Department of Athletics an allotted $1,000 value annually of sideline coolers and cups to be utilized by FHSU staff and student athletes on a daily basis.

B. Commission Support.

Commission, as a percentage of the actual cash ("cash in bag" or "CIB") collected by Pepsi from the Vending Machines placed at the Facilities, less any applicable fees or deposits ("Commissions"). Such Commissions shall be at the rate(s) set forth below (the "Commission Rate") and shall be calculated as follows:

(CIB – applicable fees/deposits) * Commission Rate = Commission due

Product	Minimum Vend Price	Commission Rate*
All Vended Product	Varies by Product as determined by PBG	25%
*Commission Rate stated above shall only apply to Products sold by Pepsi through its Vending Machines at the beginning of the Term. If Pepsi proposes any new products to the Customer during the Term, then Pepsi shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new product. Any new product offered to the University at a different Commission Rate will need to be mutually agreed upon prior to placement in a Vending Machine.		

(1) Commission Payment. Commissions shall be remitted by Pepsi to the Customer within 30 days of the end of each quarterly accounting period established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the Vending Machines available to Customer. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one year of the date such Commissions payment is due. Customer further acknowledges and agrees that it shall not receive any commission payment from Pepsi if Commissions fail to reach a certain threshold amount per period or quarter. The applicable threshold amounts vary based on the payment period and will be established and communicated pursuant to Pepsi's polices and procedures related to its Full Service Vending business, as may be revised by Pepsi from time to time.

(2) Change to Commission Rate. Customer acknowledges and agrees that Pepsi established the Commission Rate based on any applicable sales tax associated with the sale of the Products through the Vending Machines as of the commencement date of this Agreement. If, during the Term, sales taxes should increase by more than five percent (5%), then Pepsi shall have the right to automatically reduce the Commission Rate by the same value. Such changes will be communicated to the University prior to any adjustment.

C. Other Financial Support.

1. Initial Support Funds (2009 – 2010) for the University in the amount of $50,000 paid within the first 45 days of the new contract signing of this Agreement by both parties.

2. Annual Support Funds for Following Agreement Years:
    a. Agreement Year Two (2010 – 2011). $15,000 paid within the first 45 days of the beginning of Agreement Year Two.
    b. Agreement Year Three (2011 – 2012). $15,000 paid within the first 45 days of the beginning of Agreement Year Three.
    c. Agreement Year Four (2012 – 2013). $15,000 paid within the first 45 days of the beginning of Agreement Year Four.
    d. Year Five (2013 – 2014). $15,000 paid within the first 45 days of the beginning of Agreement Year Five.

D. Repayment of Advanced Financial Support in Event University Breaches Agreement. If the Agreement is terminated as a result of University's failure to cure a breach of the Agreement as set forth herein or the failure to appropriate funds for the continuation of the Agreement, the University will reimburse Pepsi the unearned portions of the Initial Support Funds and the Annual Support Funds. With regard to the Initial Support Funds, the amount of such reimbursement shall be determined by multiplying the Initial Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time of termination and the denominator of which is 60. With regard to the Scholarship Funds and the Annual Support Funds, the amount of reimbursement shall be determined by multiplying the total amount of Scholarship Funds and Annual Support Funds paid to University in the Agreement Year in which the Agreement is terminated by a fraction, the numerator of which is the number of months remaining in such Agreement Year and the denominator of which is 12.

Product Price and Adjustments: Initial pricing is set forth on Appendix A to this Agreement. Such pricing is subject to change each Agreement Year in line with increases to the Consumer Price Index. Pepsi will meet with University each Agreement Year to review changes to Product pricing.

Payments to Pepsi: Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires Fort Hays State University to pay the full amount due for goods or services on or before the 30th calendar day after the date Fort Hays State University receives such goods or services or the bill for the goods and services, whichever is later, subject to the provisions of Pepsi's Standard Credit Agreement. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the vendor's response, unless such items are approved by mutual written consent of Pepsi and Fort Hays State University.

The University shall be afforded the greatest variety of payment options possible, including cash, approved checks, or credit cards, subject to the terms of Pepsi's Standard Credit Agreement.

Payments to Fort Hays State University:

Commissions shall be paid to the University within thirty (30) days after the end of each of Pepsi's accounting quarter during the Term.

Performance Bond. The University requires the Contractor to provide a Performance Bond prior to the commencement of the work under this agreement. The bond shall be in the amount of five hundred thousand dollars ($500,000) and shall cover the University for any economic losses incurred by the University in connection with Contractor's failure to perform its obligations under this Agreement. The initial Performance Bond will be set forth for the first three (3) years of the Agreement. Upon expiration, the Performance Bond will be renewed on an annual basis.

Equipment. Pepsi will do a complete review of all equipment on the FHSU campus to insure working condition and replace all that is not in prime working condition. Pepsi will also change all debit card readers as specified in RFP and other documented responses. All equipment shall remain the property of Pepsi and will be returned to Pepsi upon expiration or earlier termination of the Agreement.

Additional Points.

1. Pepsi will support the Tiger Room with 50 gallons of BIB product and any amount beyond this will be purchased by the Department of Athletics.

2. FHSU Athletics will provide Pepsi, at no charge, with two advertising panels on the basketball center scoreboard and one advertising panel on the football stadium scoreboard.

3. FHSU will provide Pepsi, at no charge, with four (4) All-Sport season tickets and one (1) VIP parking pass.

4. For the President’s Special Events, there are non-Pepsi products used to stock a full bar at the President's Special Events. These products would NOT be resold. . Examples of such events include the President's dinner, football pre-game buffets by invitation only (Lewis Field Press Box), basketball pre-game buffets by invitation only (Victor E Lounge of Gross Coliseum) University will provide Pepsi with prior notification of any such event and will review the non-Pepsi products with Pepsi.

5. FHSU will schedule a meeting with Pepsi after July 5, 2009, to discuss the replacement debit card readers.