



FORT HAYS STATE UNIVERSITY

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Addendum

Date: April 11, 2013

Contract Number: 11021

Addendum Number: 2

Fort Hays State University Purchasing Office

Telephone: 785-628-4251

E-Mail Address: purchasing@fhsu.edu

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

Item: Laundry Equipment for FHSU Residential Life

Agency: Fort Hays State University

Location(s): Hays, KS

Term of Contract: August 1, 2011 through June 30, 2017 with an option for one (1), one (1) year renewal by mutual agreement of parties.

Contractor: Jetz Service Co., Inc
901 N.E. River Road
Topeka, KS 66616-1133
Contact: Steve Cowser
Email: steve@jetzservice.com
Phone: 785-354-7588 and FAX: 785-354-7069

Conditions:

Add 8 washers and 8 dryers at \$35.50 per machine to the locations indicated below to Contract Years Three (3) through Six (6) with Free-Use Mode, LaundryAlert as of August 1, 2013:

4 ea. washers (single) and 4 ea. dryers (stacked): Tiger Place II, Room 136.

4 ea. washers (single) and 4 ea. dryers (stacked): Tiger Place II, Room 236.

The monthly invoice will go from \$3,862.50 per month (80 machines x \$34.50 per machine = \$2,760.00 plus 30 machines x \$36.75 = \$1,102.50 totaling \$3,862.50) plus \$568.00 (16 machines x \$35.50 per machine = \$568) to a monthly total of \$4,430.50.

Contact Brian Faust at 785-628-4245 to coordinate delivery and installation from July 22-25, 2013.



FORT HAYS STATE UNIVERSITY

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Corrected Addendum

Date: ~~May 24, 2012~~ August 20, 2012

Contract Number: 11021

Addendum Number: 1

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Telephone: 785-628-4251

E-Mail Address: purchasing@fhsu.edu

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

Item: Laundry Equipment for FHSU Residential Life

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Contractor: Jetz Service Co., Inc
901 N.E. River Road
Topeka, KS 66616-1133
Contact: Steve Cowser
Email: steve@jetzservice.com
Phone: 785-354-7588 and FAX: 785-354-7069

Conditions:

Add 30 washers and dryers to the locations indicated below to Contract Years Two (2) through Six (6) with Free-Use Mode, LaundryAlert as of August 1, 2012:

1. 7 ea. washers and 7 ea. dryers (combo stack): Tigers Den, Custer Basement, Room 139.
2. 4 ea. washers (single) and 4 ea. dryers (stacked): Tiger Place I, Room 113.
4 ea. washers (single) and 4 ea. dryers (stacked): Tiger Place I, Room 213.

The monthly invoice will go from ~~\$2,622.00~~ \$2,760.00 per month (\$34.50 per machine x ~~76~~ 80 machines) to ~~\$3,724.50~~ \$3,862.50 per month (30 machines x \$36.75 = \$1,102.50 + ~~\$2,622.00~~ \$2,760.00 = ~~\$3,724.50~~ \$3,862.50).

Contact Brian Faust at 785-628-4245 to coordinate delivery and installation from July 23-25, 2012.



FORT HAYS STATE UNIVERSITY

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CONTRACT AWARD

Date of Award: July 7, 2011

Contract Number: 11021

Replaces Contract: 04952

Fort Hays State University Purchasing Office

Telephone: 785-628-4251

E-Mail Address: purchasing@fhsu.edu

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

Item: Laundry Equipment for FHSU Residential Life

Agency: Fort Hays State University

Location(s): Hays, KS

Term of Contract: August 1, 2011 through June 30, 2017 with an option for one (1), one (1) year renewal by mutual agreement of parties.

Contractor: Jetz Service Co., Inc
901 N.E. River Road
Topeka, KS 66616-1133
Contact: Steve Cowsert
Email: steve@jetzservice.com
Phone: 785-354-7588 and FAX: 785-354-7069

Prices: See Attached

Scope: This Contract shall provide and install laundry equipment for Residential Life at Fort Hays State University during the contract period referenced above.

Performance Bond: \$100,000

Payment Terms: Net 30

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

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

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

CONDITIONS

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

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

- a. Contract Provisions Attachment DA-45/146a;
- b. Written modifications and addenda to the executed contract;
- c. This contract document;
- d. The above referenced Request for Proposal (RFP) including any addenda;
- e. Contractors response including any addenda, appendices and exhibits.

Federal, State and Local Taxes-Governmental Entity: Unless otherwise specified, the bid response price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Solicitation. **The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotations.**

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

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

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

Termination for Convenience: The FHSU Purchasing Director may terminate performance of work under this contract in whole or in part whenever, for any reason, the FHSU Purchasing Director shall determine that the termination is in the best interest of Fort Hays State University. In the event that the FHSU Purchasing Director elects to terminate this contract pursuant to this provision, Purchasing shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

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

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

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

Laundry Equipment Supplied:Custer Hall 3rd and 4th floor locations:

Quantum Washer/Dryer Combination Unit – Model No. STGLCFSP, Quantum Washer/Dryer Combination Unit

McMindes Hall, Wiest Hall, and Wooster Apartments:

Commercial Heavy-Duty Washer – Model No. SFNLCFS, Speed Queen Quantum Commercial Heavy-Duty Front Load Electric Coin Drop Washer

Commercial Heavy-Duty Dryer – Model No. SSGLCFG Speed Queen Quantum Commercial Heavy-Duty Stack Coin Drop Gas Dryer

Prices: Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to FHSU. Failure to provide available price reductions may result in termination of the contract.

Laundry machines will be designed to be coin-operated for year one (1) of the contract, therefore, associated coin slides will be required in all machines. The cost per cycle for complete wash and for forty-five (45) minutes of drying time shall not be changed during year one of the Contract without the express prior, written permission of the University.

The free-use mode will be implemented for years two through six of the contract. The University requires a 10-month (August to May) billing option with no coin operation in the Residence Halls (McMindes, Wiest, and Custer) during the summer months (June and July), except at FHSU Wooster Apartments where machines will be free-use year round.

Contract Year One (1) with Option 2, LaundryAlert:

Washer: \$1.00 per complete wash cycle

Dryer: \$1.00 per forty-five (45) minute drying cycle

Percentage of gross revenue obtained from total cycle counts rebated to University from Contractor as specified herein: 35.9%

Contract Years Two (2) through Six (6) with Free-Use Mode, LaundryAlert:

\$34.50 per machine per month

Renewal terms to be negotiated.

FHSU Contacts:

Maintenance: Delvin Bader, Residential Life Facilities Supervisor, 785-259-4303.

Refunds: During year one of the contract, Jetz will provide \$20 for cash refunds for the Residential Life Office, 126 McMindes Hall, 785-628-4246 during regular business hours.

Service: Service Tickets to be signed by full-time employees in the Residential Life Office, 126 McMindes Hall, 785-628-4246 during regular business hours or McMindes Front Desk, 785-628-4900 after business hours and weekends.

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. 04-11), 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. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** 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 in connection with this contract shall reside only in courts located in 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 the 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:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined 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.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

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 of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do 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 available to the State of Kansas or its agencies at law, including but not limited to the 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 and its agencies 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 and its agencies 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 them 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 contractor shall bear the risk of any loss or damage to any property in which the contractor 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."