



FORT HAYS STATE UNIVERSITY

ADMINISTRATION AND FINANCE

Forward thinking. World ready.

CONTRACT RENEWAL

Date: April 18, 2023

Contract Number: 00865

Item: Food/Snack Vending Services

Location: Fort Hays State University Purchasing Office

Telephone: 785-628-4251

E-Mail Address: purchasing@fhsu.edu

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

Agency: Fort Hays State University

Location(s): Hays, KS

Period of Contract: June 1, 2023 through May 31, 2024

The term of this Agreement shall commence on June 1, 2023 and continue through May 31, 2024 (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. 11th
Hays, KS 67601
Telephone: 785-625-3656
Fax: 785-625-3671
Contact Person: Terry Hutchison
hehutchison@hotmail.com

Payment Terms: Net 30

Conditions: The contract will renew for an additional year. Updated DA-146a from 1-01 version to 12-19 version.

Updated pricing for pastries and pop-tarts to \$1.75.

The machine list has been updated for an additional new machine at Victor E Village.



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Pricing Updated as of June 1, 2023

| Product | Pkg. Size | Vending Price |
|----------------|------------------|----------------------|
| Pastries | | \$1.75 |
| Pop-Tarts | | \$1.75 |

Vending Machine Locations:

| Location | Machine Make | # of Selections | \$ 1 Validation | Credit Card |
|------------------------|---------------------|------------------------|------------------------|--------------------|
| Agnew | Crane 187 | 32 | Yes | Yes |
| Hansen Hall | Crane Media | 32 | Yes | Yes |
| Heather | Crane 187 | 32 | Yes | Yes |
| McMindes | Crane 187 | 40 | Yes | Yes |
| McMindes | Rowe 5900 | 40 | Yes | Yes |
| Victor Village (Wiest) | Crane 187 | 45 | Yes | Yes |
| Victor Village | Crane | 32 | Yes | Yes |
| Pending Install | | | | |
| Wooster | Rowe 5900 | 32 | Yes | Yes |
| Applied Tech | Crane 187 | 32 | Yes | Yes |
| Art & Design | Crane Media | 32 | Yes | Yes |
| Cunningham | Crane 187 | 40 | Yes | Yes |
| Stroup | Rowe 5900 | 32 | Yes | Yes |
| Memorial Union | Crane 187 | 48 | Yes | Yes |
| Picken | AP113 | 32 | Yes | Yes |
| Forsyth | Crane 187 | 40 | Yes | Yes |
| Custer | Rowe 4900 | 32 | Yes | Yes |
| Malloy | Rowe 5900 | 32 | Yes | Yes |



FORT HAYS STATE UNIVERSITY
ADMINISTRATION AND FINANCE

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CONTRACT RENEWAL

Date: May 31, 2022

Contract Number: 00865

Item: Food/Snack Vending Services

Fort Hays State University Purchasing Office

Telephone: 785-628-4251

E-Mail Address: purchasing@fhsu.edu

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

Agency: Fort Hays State University

Location(s): Hays, KS

Period of Contract: June 1, 2022 through May 31, 2023

The term of this Agreement shall commence on June 1, 2022 and continue through May 31, 2023 (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. 11th
Hays, KS 67601
Telephone: 785-625-3656
Fax: 785-625-3671
Contact Person: Terry Hutchison
hehutchison@hotmail.com

Payment Terms: Net 30

Conditions: The contract will renew for an additional year. The price of items has changed (see new pricing). The machine list has been updated for a new machine in the Memorial Union. The Memorial Union old machine is being transferred to Malloy Hall, and the Malloy Hall machine will be picked up.



FORT HAYS STATE UNIVERSITY
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Pricing as of June 1, 2022

| Product | Pkg. Size | Vending Price |
|----------------|------------------|----------------------|
| Chips | | \$1.25 |
| Candy | | \$1.50 |
| Pastries | | \$1.50 |
| Cookies | | \$1.50 |

Vending Machine Locations:

| Location | Machine Make | # of Selections | \$ 1 Validation | Credit Card |
|------------------------|---------------------|------------------------|------------------------|--------------------|
| Agnew | Crane 187 | 32 | Yes | Yes |
| Hansen Hall | Crane Media | 32 | Yes | Yes |
| Heather | Crane 187 | 32 | Yes | Yes |
| McMindes | Crane 187 | 40 | Yes | Yes |
| McMindes | Rowe 5900 | 40 | Yes | Yes |
| Victor Village (Wiest) | Crane 187 | 45 | Yes | Yes |
| Wooster | Rowe 5900 | 32 | Yes | |
| Pending | | | | |
| Applied Tech | Crane 187 | 32 | Yes | Yes |
| Art & Design | Crane Media | 32 | Yes | Yes |
| Cunningham | Crane 187 | 40 | Yes | Yes |
| Stroup | Rowe 5900 | 32 | Yes | |
| Pending | | | | |
| Memorial Union | Crane 187 | 48 | Yes | Yes |
| Picken | AP113 | 32 | Yes | Yes |
| Forsyth | Crane 187 | 40 | Yes | Yes |
| Custer | Rowe 4900 | 32 | Yes | |
| Pending | | | | |
| Malloy | Rowe 5900 | 32 | Yes | Yes |

Pending Credit Card Machines (Wooster, Stroup, and Custer) do not have enough activity to warrant adding the Credit Card option.

The Malloy Hall Rowe 4900 was picked up on 08/04/2022. The new Crane 187 machine was delivered to the Memorial on 08/04/2022. The Crane that was in the Memorial Union was moved to Malloy Hall.

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



FORT HAYS STATE UNIVERSITY
ADMINISTRATION AND FINANCE

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ADDENDUM

Date: June 7, 2021
Contract Number: 00865
Addendum: 5
Item: Food/Snack Vending Services

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

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

Period of Contract: June 1, 2021 through May 31, 2022

The term of this Agreement shall commence on June 1, 2021 and continue through May 31, 2022 (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. 11th
Hays, KS 67601
Telephone: 785-625-3656
Fax: 785-625-3671
Contact Person: Terry Hutchison
hehutchison@hotmail.com

Payment Terms: Net 30

Conditions: Pepsi has approval to provide a nutritional vending machine with Gatorade Protein Bars outside of the Wellness Center in Cunningham Hall.

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>.



FORT HAYS STATE UNIVERSITY
ADMINISTRATION AND FINANCE

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CONTRACT RENEWAL

Date: May 31, 2021

Contract Number: 00865

Item: Food/Snack Vending Services

Fort Hays State University Purchasing Office

Telephone: 785-628-4251

E-Mail Address: purchasing@fhsu.edu

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

Agency: Fort Hays State University

Location(s): Hays, KS

Period of Contract: June 1, 2021 through May 31, 2022

The term of this Agreement shall commence on June 1, 2021 and continue through May 31, 2022 (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. 11th
Hays, KS 67601
Telephone: 785-625-3656
Fax: 785-625-3671
Contact Person: Terry Hutchison
hehutchison@hotmail.com

Payment Terms: Net 30

Conditions: The contract will renew for an additional year. The price of candy will remain the same. The machine list has been updated for Hansen Hall, Applied Technology, and Victor Village.

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/>.



FORT HAYS STATE UNIVERSITY
ADMINISTRATION AND FINANCE

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CONTRACT RENEWAL

Date: May 31, 2020
Contract Number: 00865
Item: Food/Snack Vending Services

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

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

Period of Contract: June 1, 2020 through May 31, 2021

The term of this Agreement shall commence on June 1, 2020 and continue through May 31, 2021 (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. 11th
Hays, KS 67601
Telephone: 785-625-3656
Fax: 785-625-3671
Contact Person: Terry Hutchison
hehutchison@hotmail.com

Payment Terms: Net 30

Conditions:

The contract will renew for an additional year. The price of candy will remain the same.

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>



FORT HAYS STATE UNIVERSITY

ADMINISTRATION AND FINANCE

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ADDENDUM

Date: October 25, 2019

Contract Number: 00865

Addendum: 4

Item: Food/Snack Vending Services

Fort Hays State University Purchasing Office
Telephone: 785-628-4251
E-Mail Address: 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. 11th, P.O. Box 804
Hays, KS 67601
Telephone: 785-625-3656
Fax: 785-625-3671
Contact Person: Terry Hutchinson

Payment Terms: Net 30

Conditions: Update on Vending Machines Locations and Credit Card information

Vending Machine Locations:

| Location | Machine Make | # of Selections | \$ 1 Validation | Credit Card |
|------------------------|---------------------|------------------------|------------------------|--------------------|
| Agnew | Crane 180 | 32 | Yes | Yes |
| Hansen Hall | Crane | 32 | Yes | Yes |
| Heather | Crane 180 | 32 | Yes | Yes |
| McMindes | Rowe 4900 | 40 | Yes | Yes |
| McMindes | Rowe 5900 | 40 | Yes | Yes |
| Victor Village (Wiest) | Crane | 45 | Yes | Yes |
| Wooster | Rowe 4900 | 32 | Yes | |
| Pending | | | | |
| Applied Tech | Crane | 32 | Yes | Yes |
| Art & Design | Crane Media | 32 | Yes | Yes |
| Cunningham | Rowe 5900 | 40 | Yes | Yes |
| Stroup | Rowe 5900 | 32 | Yes | |
| Pending | | | | |
| Memorial Union | Rowe 5900 | 32 | Yes | Yes |



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| | | | | |
|---------|-----------|----|-----|-----|
| Picken | AP113 | 32 | Yes | Yes |
| Forsyth | Rowe 5900 | 40 | Yes | Yes |
| Custer | Rowe 4900 | 32 | Yes | |
| Pending | | | | |
| Malloy | Rowe 4900 | 40 | Yes | |
| Pending | | | | |

Pending Credit Card Machines do not have enough activity to warrant adding the Credit Card option.



FORT HAYS STATE UNIVERSITY
ADMINISTRATION AND FINANCE

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CONTRACT RENEWAL

Date: May 31, 2019
Contract Number: 00865
Item: Food/Snack Vending Services

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

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

Period of Contract: June 1, 2019 through May 31, 2020

The term of this Agreement shall commence on June 1, 2019 and continue through May 31, 2020 (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. 11th
Hays, KS 67601
Telephone: 785-625-3656
Fax: 785-625-3671
Contact Person: Terry Hutchison

Prices: Will remain the same

Payment Terms: Net 30

Addendum: Adding 1 new building to the contract starting August 2019:
New Art & Design Building

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/>.



FORT HAYS STATE UNIVERSITY
ADMINISTRATION AND FINANCE

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CONTRACT RENEWAL

Date: May 31, 2018

Contract Number: 00865

Item: Food/Snack Vending Services

Fort Hays State University Purchasing Office

Telephone: 785-628-4251

E-Mail Address: purchasing@fhsu.edu

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

Agency: Fort Hays State University

Location(s): Hays, KS

Period of Contract: June 1, 2018 through May 31, 2019.

The term of this Agreement shall commence on June 1, 2018 and continue through May 31, 2019 (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. 11th

Hays, KS 67601

Telephone: 785-625-3656

Fax: 785-625-3671

Contact Person: Terry Hutchison

Prices: Will remain the same

Payment Terms: Net 30

Addendum: Adding 2 new buildings to the contract from August of 2017:

Victor Village

Applied Technology Building

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/>.



FORT HAYS STATE UNIVERSITY
ADMINISTRATION AND FINANCE

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CONTRACT RENEWAL

Date: May 24, 2017

Contract Number: 00865

Item: Food/Snack Vending Services

Fort Hays State University Purchasing Office

Telephone: 785-628-4251

E-Mail Address: purchasing@fhsu.edu

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

Agency: Fort Hays State University

Location(s): Hays, KS

Period of Contract: June 1, 2017 through May 31, 2018.

The term of this Agreement shall commence on June 1, 2017 and continue through May 31, 2018 (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. 11th, 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 renew for an additional year. The price of candy will remain the same.

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/>.



FORT HAYS STATE UNIVERSITY
ADMINISTRATION AND FINANCE

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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

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. 11th, 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.

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

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



FORT HAYS STATE UNIVERSITY

ADMINISTRATION AND FINANCE

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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
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. 11th, 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.

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/>.



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
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. 11th, 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.

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/>.



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
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. 11th, 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
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. 11th, 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
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. 11th, 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.

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/>.

| 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
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. 11th, 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.

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

| Product | Pkg. Size | 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 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
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. 11th, 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.

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

| Product | Pkg. Size | 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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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

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. 11th, 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.

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

| Product | Pkg. Size | 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. | \$1.00 | \$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 |

| 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 |
| Picken | Install a machine by 06/01/10 | | | |
| 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

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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

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. 11th, 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.

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

| Product | Pkg. Size | 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. | \$1.00 | \$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 |
| Picken | Install a machine by 06/01/10 | | | |
| 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. 11th, 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

| Product | Pkg. Size | 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 |
| 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 |

| Product | Pkg. Size | Current Vending Price | Proposed Vending Price |
|-----------|-----------|-----------------------|------------------------|
| 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:

| 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 | Remove by 06/30/08 – No Other Location | | |
| 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. 11th, 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

| Product | Pkg. Size | 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 |
| 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 |
| Picken | Rowe 5900 | Remove by 06/30/08 – No Other Location | | |
| 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. 11th, 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

| Product | Pkg. Size | Current Vend Price | Proposed Vend 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 |
| 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 |
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| 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: _____

State of Kansas
Fort Hays State University
DA-146a (Rev. 12/19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 12/19), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof.

1. **Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require Fort Hays State University or any of its affiliates ("University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under the contract for which it has not been paid. The University will pay contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement under this provision, title to any such equipment shall revert to contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Kansas Law and Venue:** All matters arising out of or related to this agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Kansas.
5. **Required Non-Discrimination Provision:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. Contractor specifically agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University. The provisions of this paragraph (except the provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the University cumulatively total \$5,000 or less during the fiscal year.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with

disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.
11. **Information/Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any disclosure of University's student educational records.
15. **Boycotts of Israel Prohibited:** Kansas 2018 HB 2482 generally prohibits the University from entering into a contract with a company to acquire or dispose of services, supplies, information technology or construction, unless such company submits a written certification that such company is not currently engaged in a boycott of Israel. For the purposes of this Section, "company" means an organization, association, corporation, partnership, venture or other entity, its subsidiary or affiliate, that exists for profitmaking purposes or to otherwise secure economic advantage. Accordingly, by executing this contract, Contractor hereby certifies that it is not currently engaged in a boycott of Israel.
16. **Harassment Policy:** Fort Hays State University prohibits sexual harassment, discrimination, and retaliation. The University's applicable policies on sexual harassment, discrimination, and retaliation are available at <https://fhsu.edu/policies/documents/harassment-policy/index.pdf> and include the procedures for submitting a complaint of

sexual harassment, discrimination, or retaliation, including an anonymous complaint. Contractor and its employees, officials, agents, or subcontractors shall at all times comply with the University's policies on sexual harassment, discrimination, and retaliation.