KANSAS STATE UNIVERSITY **PURCHASING OFFICE** 21 ANDERSON HALL MANHATTAN, KS 66506

PHONE 785-532-6214 FAX 785-532-5577

ADDENDUM CONTRACT SIGNATURE SHEET

7/19/2012 Date:

CONTRACT NO.: 40251 Addendum # 1

Replaces Contract No.: NA

Procurement Officer: Chris Dekat, CPPB

Phone: 785-532-6214

E-Mail: cidekat@k-state.edu

Item:

Primary Using Department:

Period of Contract:

Refuse Collection Services (Manhattan)

Housing & Dining Services

7/1/2011 through 6/30/2016

Contractor Information:

Howie's Enterprises

625 S. 10th St.

Manhattan, KS 66502 CONTACT: Greg H. Wilson

Phone: 785-776-8352; FAX:785-776-5937; e-mail: greg@howiesrecycling.com

ADD to contract:

Shall provide at 2216 Claffin, Manhattan KS the following;

4-2yd Rear Load Dumpsters emptied 5 x per week at

\$686.40 per month.

Payment Terms:

N30

Shipping Information:

Dest, Ppd & Allowed

The parties agree as follows:

- Subject to the terms and conditions of this contract and companion bid documents, Kansas State University hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to K-State Purchasing in response to above referenced contract/quote number.
- It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish products or services for the period noted above on orders of the Department(s) at the price or prices contained in the bid. Department(s) agrees to pay on delivery of the item(s) the amount(s) billed by Contractor in accordance with the bid as shown on delivery invoice(s) of the Contractor to the Department(s). Payment will be made as soon after receipt of the invoice(s) as possible in accordance with state law.
- Failure of Contractor to furnish the item(s) in accordance with the bid specifications incorporated into this contract by reference, or failure of Contractor to deliver the item(s) in accordance with any time schedules prescribed in this contract or any documents incorporated by reference into this contract shall result in forfeiture of any performance bond of Contractor and/or in termination of this contract at the option of the University.
- It is understood and agreed that the provisions set out in the K-State Purchasing Office bid document for this contract are incorporated and made a part of this contract by reference as though fully set forth herein. Contractor agrees and understands that these documents are controlling over Contractor's bid, invoice, department order forms or any other documents of the Contractor.
- The provisions found in Contractual Provisions Attachment, is incorporated and made a part of this contract by reference.
- In the event of any disputes regarding the terms and conditions of this Contract or payments alleged to be due and owing, Contractor's sole remedy shall be with the Department that placed the order.

Contractor/ Howie's Enterprises

Printed Name

§AS §TATE,UMWERSITY

CARLA BISHOP

DIRECTOR OF PURCHASING

KANSAS STATE UNIVERSITY PURCHASING OFFICE 21 ANDERSON HALL MANHATTAN, KS 66506 PHONE 785-532-6214 FAX 785-532-5577

CONTRACT SIGNATURE SHEET

Date: 6/2/2011

CONTRACT NO.: 40251 Replaces Contract No.: 08950 Procurement Officer: Chris Dekat, CPPB

Phone: 785-532-5469

E-Mail: cidekat@k-state.edu

Item:

Primary Using Department:

Refuse Collection Services (Manhattan)

Kansas State University - Housing & Dining Services

7/1/2011 through 6/30/2016

Contractor Information:

Period of Contract:

Howie's Enterprises

625 S. 10th St.

Manhattan, KS 66502 CONTACT: Greg Wilson

Phone: 785-776-8352; FAX: 785-776-5937; e-mail: greg@howiesrecycling.com

Prices:

as bid on IFB 40251, 40251 Best & Final Offer, and any

addendums

Payment Terms:

N30

Shipping Information:

Dest, Ppd & Allowed

The parties agree as follows:

- 1. Subject to the terms and conditions of this contract and companion bid documents, Kansas State University hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to K-State Purchasing in response to above referenced contract/quote number.
- 2. It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish products or services for the period noted above on orders of the Department(s) at the price or prices contained in the bid. Department(s) agrees to pay on delivery of the item(s) the amount(s) billed by Contractor in accordance with the bid as shown on delivery invoice(s) of the Contractor to the Department(s). Payment will be made as soon after receipt of the invoice(s) as possible in accordance with state law.
- 3. Failure of Contractor to furnish the item(s) in accordance with the bid specifications incorporated into this contract by reference, or failure of Contractor to deliver the item(s) in accordance with any time schedules prescribed in this contract or any documents incorporated by reference into this contract shall result in forfeiture of any performance bond of Contractor and/or in termination of this contract at the option of the University.
- 4. It is understood and agreed that the provisions set out in the K-State Purchasing Office bid document for this contract are incorporated and made a part of this contract by reference as though fully set forth herein. Contractor agrees and understands that these documents are controlling over Contractor's bid, invoice, department order forms or any other documents of the Contractor.
- 5. The provisions found in Contractual Provisions Attachment, is incorporated and made a part of this contract by reference.
- 6. In the event of any disputes regarding the terms and conditions of this Contract or payments alleged to be due and owing, Contractor's sole remedy shall be with the Department that placed the order.

Contractor: Howie's Enterprises

Dutate d Manage

Printed Name: 0 eg

KANSAS STATE UNIVERSITY

CARLA BISHOP

DIRECTOR OF PURCHASING

Best & Final Offer – due 2:00 p.m. on 5/26/2011 Best & Final Offer shall include all specifications of IFB/RFP 40251 and Addendum #1

BID SHEET

Hall -	Haymaker (35 yd)	Moore (35 yd)	Kramer (35 yd)	Van Zile (25 yd.)
Lease of Equipment (lease cost per month)	\$ <u>760</u> -	\$ <u>260</u> -	\$ <u>260-</u>	\$ <u>260</u> -
Refuse Collection Costs (price per pull)	\$ <u>120</u> -	\$ <u>120-</u>	\$ <u>120-</u>	\$120-

Disposal Cost shall be billed at actual vendor landfill cost. Documentation, i.e., a copy of the landfill ticket, shall be supplied with each invoice. As landfill rates change, the rate shall fluctuate accordingly.

Customer References

- 1) Carl Lawson Production Manager
 Armour Eckrich 1920 Lacy Dr Junction City, KS 66441
 (785) 762-3306 x 245
 (3) 3440 self contained compactors
- 2.) John Freese-Maint Director
 KSU Student Union 820 N. 17th Street Manhattan, KS 66502
 (785) 410-2261
 (1)3440 Self-contained compactor
- 3.) Bob D: cball Fac: 1:ties Manager

 Manhattan Medical Center 1133 College Areme Manhattan, KS 6650Z

 (785) 770 7534

 (1) 3440 Self contared compactor w/cart tipper