

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

CONTRACT SIGNATURE SHEET

Date: 3/1/2012
CONTRACT NO.: 40289
Replaces Contract No.: 40237

Procurement Officer: Chris Dekat, CPPB
Phone: 785-532-6214
E-Mail: cidekat@k-state.edu

Item: Biosafety Cabinet Certification & Related Services
Primary Using Department: Kansas State University - BRI
Period of Contract: 4/1/2012 through 3/31/2017

Contractor Information: ENV Services
4758 Research Dr.
San Antonio, TX 78240
CONTACT: Carl Peiffer
Phone: 800-690-3368; FAX:210-690-3646; e-mail: cpeiffer@envservices.com

Prices: see attached
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: ENV Services Inc.

By: 

Printed Name: CARL PEIFFER

Title: REGION SALES

KANSAS STATE UNIVERSITY

By: 

CARLA BISHOP
DIRECTOR OF PURCHASING


Closing Date 2/16/12

Item Biosafety Cabinet Certification & Related Services

Kansas State University

SIGNATURE SHEET

We submit a proposal to furnish requirements during the contract period in accordance with the specifications and Schedule of Supplies.

LEGAL NAME OF PERSON, FIRM OR CORPORATION ENV SERVICES INC.
 TELEPHONE (TOLL FREE) NUMBER 800-690-3368 FAX NUMBER 210-690-3646
 ADDRESS 4758 RESEARCH DR.
 CITY & STATE SAN ANTONIO, TX ZIP CODE 78240
 SS OR FEIN NUMBER 23-3006268
 SIGNATURE 
 TYPED NAME OF SIGNATURE CARL PEIFFER
 TITLE REGION II SALES
 DATE 13-FEB-2012

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

ADDRESS _____
 CITY & STATE _____ ZIP CODE _____
 TELEPHONE (TOLL FREE) NUMBER _____ FAX NUMBER _____
 E-MAIL CPEIFFER@ENVSERVICES.COM

Appendix C; UNIT PRICING SHEET

Item	Unit cost Year 1	Unit cost Year 2	Unit cost Year 3	Unit cost Year 4	Unit Cost Year 5
Biosafety Cabinets: See Page 9, Sec 1					
4 foot cabinet	<u>150</u> ea	<u>150</u> ea	<u>155</u> ea	<u>155</u> ea	<u>160</u> ea
6 foot cabinet	<u>170</u> ea	<u>170</u> ea	<u>175</u> ea	<u>175</u> ea	<u>180</u> ea
BSC gas decontamination	<u>350</u> ea	<u>350</u> ea	<u>350</u> ea	<u>350</u> ea	<u>350</u> ea
Filter replacement (parts and labor)	<u>1425</u> ea	<u>1425</u> ea	<u>1465</u> ea	<u>1465</u> ea	<u>1500</u> ea

*Labor for minor filter repair should be included above.

Flanders HEPA Filter Panels: See Page 9, Sec 2

24 x 24	<u>130</u> ea	<u>130</u> ea	<u>135</u> ea	<u>135</u> ea	<u>140</u> ea
24 x 12	<u>130</u> ea	<u>130</u> ea	<u>135</u> ea	<u>135</u> ea	<u>140</u> ea
12 x 12	<u>130</u> ea	<u>130</u> ea	<u>135</u> ea	<u>135</u> ea	<u>140</u> ea

*Labor to repair or install unit filter shall be included above. Replacement filters will be provided by BRI from house stock.

Bypass HEPA Filters: See Page 9, Sec 2

<u>75</u> ea	<u>75</u> ea	<u>78</u> ea	<u>78</u> ea	<u>80</u> ea
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*Labor to repair or install unit filter shall be included above. Replacement filters will be provided by BRI from house stock.

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Fume hood: See Page 11, Sec 3

3 foot cabinet	<u>50</u> ea	<u>50</u> ea	<u>52</u> ea	<u>52</u> ea	<u>55</u> ea
5 foot cabinet	<u>50</u> ea	<u>50</u> ea	<u>52</u> ea	<u>52</u> ea	<u>55</u> ea

bioBubble Power Units: See Page 11, Sec 4

<u>50</u> ea	<u>50</u> ea	<u>52</u> ea	<u>52</u> ea	<u>55</u> ea
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Techniplast ISO cage System: See Page 11, Sec 5

<u>50</u> ea	<u>50</u> ea	<u>52</u> ea	<u>52</u> ea	<u>55</u> ea
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Minimum Trip Charge for site visit with less than ten filters available. Travel costs shall remain as stated in the contract, and the vendor shall provide their maintenance route schedules to allow BRL to primarily schedule service at these times.

<u>360</u> ea	<u>360</u> ea	<u>375</u> ea	<u>375</u> ea	<u>390</u> ea
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Information Security. The successful bidder will be required to sign and implement non-disclosure agreements for security of information compliance upon, or prior to, contract award.

ENV SERVICES INC.