NOTICE TO VENDORS

Invitations are extended for bids on the attached Invitation for Bid.

ITEM: Feed Bags

PRIMARY USING DEPARTMENT: Grain Science / Animal Sciences & Industries

PERIOD OF CONTRACT: One (1) Year (From 4/13/07 to 4/12/08) with One (1) Year Optional Renewal

GUARANTEE: NONE REQUIRED

Scope of Request: This is a re-bid of IFB 40150 with revised specifications.

To provide Feed Bags as specified.

Web viewers may contact the Procurement Officer above for bid information.

READ THIS INVITATION CAREFULLY

Failure to abide by all of the conditions of this Invitation may result in the rejection of a bid. Inquiries about this Invitation should indicate the contract number and be directed to the procurement officer. Return in a sealed envelope or other container only the signature and bids forms not later than the closing date indicated above. Retain the remaining documents for reference.
MEMORANDUM OF AGREEMENT

This Agreement is entered into as of 3/22/07, at Manhattan, Kansas between Kansas State University hereinafter referred to as the "University", and Central Bag Co., 1323 W. 13th St., Kansas City, MO 64102 hereinafter referred to as the "Contractor".

WITNESSETH THAT the purpose of this agreement is to outline and describe the responsibilities to be assumed by the contracting parties in connection with the below referenced Invitation for Bid.

Part 1. Duration:

This agreement is for a one (1) year period from 4/13/07 through 4/12/08.

Part 2. The Parties Hereto Agree That:

a. The University will provide:

(1) Payment for product/services received.

b. The Contractor will provide:

(1) Product/services as specified under Contract IFB 40150R.

Part 3. Payment for Services:

Payment will be made in regular routine upon receipt by the University of the Contractor’s invoice in duplicate.

Part 4. Kansas Contractual Provisions:

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

In witness whereof the parties hereto have signed this agreement as of the day and year first above written.

Contractor: Central Bag Co.
1323 W. 13th St.
Kansas City, MO 64102

DARYL J. AUGUSTINE
(Signature)

Kansas State University
Controller/Purchasing
Manhattan, KS 66506

Carla K. Bishop
Director of Purchasing

DARYL J. AUGUSTINE
(Print Name)
Closing Date 3/15/07

Item Feed Bags

Kansas State University

SIGNATURE SHEET

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

LEGAL NAME OF PERSON, FIRM OR CORPORATION CENTRAL BAG COMPANY

TELEPHONE (TOLL FREE) NUMBER 800-800-4941 FAX NUMBER 816-842-5501

ADDRESS 1323 W 13TH STREET

CITY & STATE KANSAS CITY, MISSOURI ZIP CODE 64102

SS OR FEIN NUMBER 440-190-505

SIGNATURE Daryl J. Augustine

TYPED NAME OF SIGNATURE Daryl J. Augustine

TITLE SALES

DATE March 6, 2007

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 darylaugustine@centralbagcompany.com
**BID FORM**

<table>
<thead>
<tr>
<th>Estimated Usage/Unit</th>
<th>Description</th>
<th>Per M Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>60000 each/Year</td>
<td>Feed Bags</td>
<td>$328.50</td>
<td>$19,710.00</td>
</tr>
<tr>
<td></td>
<td>(Bought in lots 15M)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Specifications:

SOM (Sewn Open Mouth).
3 Ply Plain Multiwall Paper Bag with antislip coating.
Offset Gussets.
Unprinted, 3/50 lb.
Virgin Natural Kraft paper with thumb notch on each bag.
Size: 15"W x 3 1/2"D x 35"H
Bags must be bundled in lots of 100 / 125 each.
Pallet size shall be approximately 2000 lbs. each.
Each pallet shall be shrink wrapped and picture top frame.

Options:

Price per M if purchased in lots of:

- 5000 Bags: $370.50
- 10000 Bags: $348.20
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-148a, Rev. 1-01), 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.

2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 each fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular funds appropriated to the contractor for expenditures performed in this agreement and for payment of the charges hereunder, State may terminate this agreement at the end of its current 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 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:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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, 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.

Parties to this contract understand that 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 statutory required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 76-8403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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. 48-1101 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."
March 5, 2007

IFB # 40150R

ADDENDUM No. 1

Item: Feed Bags

Department: Kansas State University

Conditions of Addendum:

1) Change Specifications (Page 10): Pallet size shall be approximately 2000 - 2400 bags per pallet.

There are no other changes at this time.

Please return a signed copy of this addendum with your bid.

Kansas State University
Controllers / Purchasing Office
Anderson Hall Rm. 21
Manhattan, KS 66506

Chris Dekat
Procurement Officer

I (we) have read and understand this Addendum and agree it is a part of my (our) bid on the above Invitation for Bid.

Name of Company/Firm: CENTRAL BAG COMPANY
Signed by: [Signature]
Title: SALES Date: 3-6-07