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

CONTRACT RENEWAL SIGNATURE SHEET

Date: 7/17/2012
Chris Dekat, CPPB
CONTRACT NO.: 40192
Replaces Contract No.: NA
state.edu

Procurement Officer:

Phone: 785-532-6214
E-Mail: cidekat@k-

Item:	Fire Extinguisher Services
Primary Using Department:	Kansas State University - Environmental Health & Safety
Period of Contract:	11/1/2012 through 10/31/2013
Contractor Information:	Kansas Fire & Safety Equip. 131C SE 29th Topeka, KS 66605 CONTACT: Charles M. Nanheim Phone: 785-266-7210; FAX: 785-379-9618; e-mail:
	Prices: as bid on IFB 40192, and Addendum 1
	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: Kansas Fire & Safety Equip.

By: _____

Printed Name: CHARLES M. MANHEIM

Title: DEES

KANSAS STATE UNIVERSITY

By: _____

CARLA BISHOP
DIRECTOR OF PURCHASING

Kansas State University
Controller's Office
102 Anderson Hall
Manhattan, KS 66506-0108
Fax: 785-532-6612

RECEIVED KSU
JUN 03 2010
PURCHASING

May 19, 2010

IFB # 40192

ADDENDUM No. 1

Item: Fire Extinguisher Services

Department: Kansas State University

Closing Date: NA

Conditions of Addendum:

All Kansas State University Fire Extinguishers shall meet NFPA 10.

All replacement items shall meet manufacturer warranty.

All repair, retest, and refills shall be of the highest quality and shall be guaranteed for one year.

Fire Extinguisher testing, recharge, or repair turn-around time shall be monthly.

There are no other changes at this time.

Please return a signed copy of this addendum

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

Cashiers
211 Anderson Hall
785-532-6317
Fax: 785-532-6454

Student Loans
211 Anderson Hall
785-532-6204
Fax: 785-532-6454

Accounts Payable
220 Anderson Hall
785-532-6202
Fax: 785-532-1305

Purchasing
21 Anderson Hall
785-532-6214
Fax: 785-532-5577

Funds Management
206 Anderson Hall
785-532-1838
Fax: 785-532-1305

Sponsored Projects Accounting
10 Anderson Hall
785-532-6207
Fax: 785-532-5577

Systems
218 Anderson Hall
785-532-2048
Fax: 785-532-1305

Financial Reporting/ Inventory
21C Anderson Hall
785-532-6525
Fax: 785-532-5577

Administration
102 Anderson Hall
785-532-6210
Fax: 785-532-6612

(our) bid on the above Invitation for Bid.

Name of Company/Firm: Weis Fire + Safety Equipment Inc.

Signed by: Jeff Chapman

Title: V.P. Date: 5-1-10

(our) bid on the above Invitation for Bid.

Name of Company/Firm: Kansas Fire & Safety Equip. Inc

Signed by: Charles M Vanhein

Title: Pres Date: 6-1-10

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

CONTRACT I.F.B. NO. 40192
P.R. NO. PR00
REPLACES CONTRACT NO. NA
DATE MAILED 8/25/09
CLOSING DATE, 2:00 PM 9/9/09

PROCUREMENT OFFICER:
Chris Dekat, CPPB

TELEPHONE: 785-532-5469
E-MAIL: cidekat@ksu.edu

NOTICE TO VENDORS

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

ITEM: Fire Extinguisher Service

PRIMARY USING DEPARTMENT: Kansas State University – Environmental Health

PERIOD OF CONTRACT: Three (3) years from date of award with two (2) one year renewal options .

GUARANTEE: NONE REQUIRED

Scope of Invitation:

To provide Fire Extinguisher Services per specifications of this Invitation for Bid.

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 9/24/09, at Manhattan, Kansas between Kansas State University hereinafter referred to as the "University", and Kansas Fire & Safety Equipment Inc., 131C S.E. 29th, Topeka, KS 66605 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 from 11/1/09 through 10/31/12.

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 40192.

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: Kansas Fire & Safety
131C S.E. 29th
Topeka, KS 66605

(Signature)

Charles M. Nachheim

(Print Name)

Kansas State University
Controller/Purchasing
Manhattan, KS 66506

Carla K Bishop 10/7/2009

Carla K. Bishop
Director of Purchasing

Closing Date 9/9/09

Item Fire Extinguisher Service

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 Kansas Fire & Safety Equipment Inc

TELEPHONE (TOLL FREE) NUMBER 785-266-7210 FAX NUMBER 785-379-9618

ADDRESS 131C SE 29th

CITY & STATE Topeka, Kansas ZIP CODE 66605

SS OR FEIN NUMBER 48-0840866

SIGNATURE Charles M Nauheim

TYPED NAME OF SIGNATURE Charles M. Nauheim

TITLE Pres

DATE 9-10-09

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

Bid Sheet

Description/Frequency/Quantity		As required per item: Hydrostatic Test. Rebuild.Refill:	As required per item: Refill Only:
Every 5 years:			
Carbon Dioxide,	2.5 lb 3	$ 17.00 + 5.00 = 22.00	$ 5.00
	5 lb 147	$ 17.00 + 12.00 = 29.00	$ 12.00
	10 lb 480	$ 17.00 + 15.00 = 32.00	$ 15.00
	15 lb 49	$ 17.00 + 18.00 = 35.00	$ 18.00
	20 lb 7	$ 17.00 + 22.00 = 39.00	$ 22.00
	50 lb 4	$ 17.00 + 26.00 = 43.00	$ 26.00
Every 6 years:			
Dry Chemical,	2.5 lb 155	$ 7.00 + 8.00 = 15.00	$ 8.00
	5 lb 1,124	$ 7.00 + 10.50 = 17.50	$ 10.50
	10 lb 1,983	$ 7.00 + 15.50 = 22.50	$ 15.50
	20 lb 97	$ 7.00 + 21.00 = 28.00	$ 21.00
Every 6 years:			
Halon,	2.5 lb 15	$ 7.00 + 20.00 = 27.00	$ 20.00
*	5 lb 7	$ 7.00 + 25.00 = 32.00	$ 25.00
	9 lb 41	$ 7.00 + 30.00 = 37.00	$ 30.00
	13 lb 30	$ 7.00 + 35.00 = 42.00	$ 35.00
	17 lb 4	$ 7.00 + 40.00 = 47.00	$ 40.00
Every 5 years:			
K Wet Chemical,	15	$ 7.00 + 58.00 = 65.00	$ 58.00

THESE PRICES ARE FOR 6 YR MAINT ONLY

Repair of Extinguishers (as needed): Labor $ 0 /hr

Parts 15 % discount off list price

Bid price shall include all miscellaneous fees and charges.

Contractor shall state if they will accept the Business Procurement Card (Visa Card)

Yes ✓ No ____

* IF HALON FIRE EXTG HAVE BEEN DISCHARGE & USED COST OF HALON PER LB IS $20.00 PER LB.

Charles Kaufman

MEMORANDUM OF AGREEMENT

This Agreement is entered into as of 9/24/09, at Manhattan, Kansas between Kansas State University hereinafter referred to as the "University", and Weis Fire and Safety Equipment Co., 111 E. Pacific, Salina, KS 67401 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 from 11/1/09 through 10/31/12.

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 40192.

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: Weis Fire & Safety
111 E. Pacific
Salina, KS 67401

_____
(Signature)

JEFF CHAPMAN
(Print Name)

Kansas State University
Controller/Purchasing
Manhattan, KS 66506

_____
Carla K. Bishop
Director of Purchasing

Bid Sheet

Description/Frequency/Quantity		As required per item: Hydrostatic Test. Rebuild.Refill:	As required per item: Refill Only:
Every 5 years:			
Carbon Dioxide,	2.5 lb 3	$ 18.00	$ 1.50
	5 lb 147	$ 19.00	$ 2.50
	10 lb 480	$ 21.50	$ 5.00
	15 lb 49	$ 24.00	$ 7.50
	20 lb 7	$ 26.50	$ 10.00
	50 lb 4	$ 41.50	$ 25.00
Every 6 years:			
Dry Chemical,	2.5 lb 155	$ 20.00	$ 12.50
	5 lb 1,124	$ 32.50	$ 25.00
	10 lb 1,983	$ 57.50	$ 50.00
	20 lb 97	$ 107.50	$ 100.00
Every 6 years:			
Halon,	2.5 lb 15	$ 70.00	$ 62.50
	5 lb 7	$ 132.50	$ 125.00
	9 lb 41	$ 232.50	$ 225.00
	13 lb 30	$ 332.50	$ 325.00
	17 lb 4	$ 432.50	$ 425.00
Every 5 years:			
K Wet Chemical, ...	15	$ 72.50	$ 65.00

Repair of Extinguishers (as needed): Labor $ ∅ /hr included in services.

Parts 25 % discount off list price

Bid price shall include all miscellaneous fees and charges.

TAGS, THAMPER SEALS + COLLAR RINGS = NO CHARGE.
NO TRIP CHARGE, HAZMAT FEES OR FUEL CHARGES.

Contractor shall state if they will accept the Business Procurement Card (Visa Card)

Yes X No _____

Every 5 years:

K Wet Chemical,.....15 $ NA (SEE P. 11)

Contractor shall state if they will accept the Business Procurement Card (Visa Card)

Yes X No_____

Closing Date 9/9/09

Item Fire Extinguisher Service

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 WEIS FIRE & SAFETY EQUIP. CO./INC.

TELEPHONE (TOLL FREE) NUMBER 888-689-9347 FAX NUMBER 785-825-9538

ADDRESS 111 EAST PACIFIC

CITY & STATE SALINA, KANSAS ZIP CODE 67401

SS OR FEIN NUMBER 48-1159334

SIGNATURE Jeffrey D. Chapman

TYPED NAME OF SIGNATURE JEFFREY D. CHAPMAN

TITLE V.P. MUNICIPAL & INDUSTRIAL SERVICES

BID INSTRUCTIONS

PREPARATION OF BID: Each bid must be legible and signed. Prices are to be entered in spaces provided on the bid form. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern.

SIGNATURE OF BIDS: Each bid shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each bid shall include the vendor's social security number or Federal Employer's Identification Number.

ACKNOWLEDGMENT OF ADDENDA: All vendors shall acknowledge receipt of any addenda to this Invitation. Failure to acknowledge receipt of any addenda may render the bid to be non-responsive. Changes to this Invitation shall be issued only by KSU Purchasing in writing.

MARKING AND MAILING BIDS: Bids shall be sealed securely in an envelope or other container addressed and marked on the outside as follows:

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

CONTRACT IFB # 40192
CLOSING DATE 9/9/09

Faxed or telephone bids are not acceptable **unless** this Bid is for an amount less than $25,000.00.

The University shall not be responsible for the premature opening of a bid or for the rejection of a bid that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container.

CLOSING DATE FOR BIDS: All bids shall be received promptly at 2:00 pm Central Standard or Daylight Savings Time on 9/9/09 whichever is in effect, at the following location:

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

Bids received prior to the closing date shall be kept secured and sealed until closing. Bids received after the closing date will not receive consideration and will remain sealed in the bid file.

MODIFICATION OF BIDS: A vendor may modify a bid by letter or FAX transmission any time prior to the deadline for receipt of bids, and the Director of Purchasing is satisfied that a written confirmation of the modification signed by the vendor was mailed prior to the deadline as evidenced by the postmark on the envelope or container.

WITHDRAWAL OF BIDS: A bid may be withdrawn on written request from the vendor to the procurement officer at the KSU Purchasing Office prior to the closing date.

BID DISCLOSURE: At the time of closing, bid prices shall be made public information. Interested vendors or their representatives may be present at the opening of the sealed bids at the following location:

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

The low vendor shall not be construed as meeting all specifications set out in the Invitation at the bid disclosure.

Bid results will not be given to individuals over the telephone, by fax, or e-mail. Results may be obtained by attending the public bid opening or by obtaining a bid tabulation from KSU Purchasing Office. Bid results can be obtained by sending:

1. A self-addressed stamped envelope;
2. Quotation Number or Contract Number for each tab requested; and
3. A check for $3.00, payable to Kansas State University

to the above address. Copies of individual bids may be obtained under the Kansas Open Records Act. Information in bid files will not be released until a bid has been awarded or all bids have been rejected.

Should a check be returned to Kansas State University for insufficient funds, the vendor will be suspended from all bidding until such time as the vendor makes good on payment.

GENERAL CONDITIONS

Contract. The successful vendor will be required to enter into a written contract with Kansas State University. The vendor agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment, which is incorporated into all contracts with the State and is attached to this Invitation.

Contract Documents. This Invitation and any amendments and the response and any amendments of the successful vendor shall be incorporated along with the DA-146a into the written contract which shall compose the complete understanding of the parties.

Contract Formation. No contract shall be considered to have been entered into by KSU until all statutorily required signatures and certifications have been rendered; funds for the contract have been encumbered with the Division of Accounts and Reports; and a purchase order, signed by the Director of Purchasing, has been deposited in the mail OR a written contract has been signed by the successful vendor.

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

Evaluation of Bids. Award shall be to the lowest responsible bidder taking into consideration conformity with the specifications, terms of delivery and other conditions imposed by this Invitation.

Competition. The purpose of this Invitation is to seek competition. The vendor shall advise the Purchasing Office if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Purchasing Office no later than five (5) business days prior to the bid closing date. The Director of Purchasing reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Invitation.

New Materials, Supplies or Equipment. Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

Equivalent Items. Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to the State and if not destroyed in the evaluation process, shall be returned at vendor's expense, if requested.

Acceptance or Rejection. The State reserves the right to accept or reject any or all bids or part of a bid; to waive any informalities or technicalities, clarify any ambiguities in bids; and unless otherwise specified, to accept any item in the bid.

Default on Delivery. Any vendor who defaults on delivery as defined in this Invitation may, at the discretion of the KSU Director of Purchasing, be barred from bidding on any subsequent Invitation for a period to be determined by the Director.

Insurance. The State shall not be required to purchase any insurance against loss or damage to any personal property nor shall the State establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

Inspection. The State reserves the right to reject, on arrival at destination without cost to the State, any items which do not conform with the specifications of this Invitation.

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

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

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

The KSU Director of Purchasing may terminate performance of work under this contract in whole or in part whenever, for any reason, it is determined that the termination is in the best interest of the State of Kansas. In the event that the KSU Director of Purchasing elects to terminate this contract pursuant to this provision, he/she shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The contractor shall continue to perform any part of the work that may have not been terminated by the notice.

Right and Remedies. If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State may be obligated only for those services and materials rendered and accepted prior to the date of termination. Subject to proof of market price, the measure of damages for nondelivery or repudiation by the Contractor shall be the difference between the market price at the time when the State learned of the breach and the contract price together with any incidental and consequential damages less expenses saved in consequence of the contractor's breach. Market price shall be determined as of the place for tender or, in cases of rejection after arrival or revocation of acceptance, as of the place of arrival.

If it is determined, after notice of termination for cause, that the Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination in the best interest of the State.

The Contractor shall not be liable if the failure to perform this contract arises out of causes beyond the control of or negligence of the Contractor. Causes may include, but are not limited to, acts of nature, fires, quarantine, strikes other than by the Contractor's employees, and freight embargoes.

In event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by the State.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

Waiver. Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the State shall not constitute a waiver.

Hold Harmless. The Contractor shall indemnify the State against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the contractor may carry which provides for indemnification for any loss or damage to property in the contractor's custody and control, where such loss or destruction is to State property. The contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

Prohibition of Gratuities. Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer to give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

Federal, State and Local Taxes-Contractor. The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

Antitrust. The Contractor assigns to the State all of its rights to and interests in any causes of action it has or may acquire under the antitrust laws of the United States and the State of Kansas relating
to the particular product or services purchased or acquired by the State pursuant to this contract.

Modification. This contract shall be modified only by the written agreement of the parties with the approval of the Director of Purchasing.

Assignment. The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State which consent will not be unreasonably withheld or delayed. This contract shall immediately terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

Third Party Beneficiaries. This Contract shall not be construed as providing an enforceable right to any third party.

Captions. The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

Severability. If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

Governing Law. This agreement shall be governed by the laws of the State of Kansas.

NOTICE OF AWARD. The KSU Purchasing Office shall issue either a purchase order or a written contract to the successful vendor.

SPECIAL CONDITIONS

TERM OF CONTRACT. The term of this contract is for three (3) years from date of award with two (2) one year renewal periods.

OPEN-ENDED CONTRACT. This Invitation is for a contract between a vendor and the State to furnish an undetermined quantity of a good or service in a given period of time.

QUALITY. Materials used and workmanship shall be of the highest quality. Failure to produce and/or supply materials of the highest quality may result in rejection of an order entirely at the contractor's expense.

The decision of the KSU Director of Purchasing shall be final in all instances of dispute herein. The proof of accuracy or manufacture and quality of material rests with the contractor.

PRICE. Prices shall remain firm throughout the contract period. On the renewal date, the price may be adjusted up or down (maximum 5%) keyed to market conditions. It is understood that in the event the parties cannot agree upon the renewed price the contract will be terminated.

ORDERS. Orders will be placed by the using departments throughout the contract period on an Agency Purchase Order (Form Da-103).

DELIVERIES. All orders shall be shipped FOB destination, prepaid and included, unless stated otherwise. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall notify the ordering department of the expected delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform the KSU Purchasing Office of any supply or delivery problems.

INVOICES. Each purchase order must be individually invoiced. Invoices shall be forwarded to the using department in duplicate and shall state the following:

(1) Date of invoice;
(2) Date of shipment (or completion of work);
(3) Purchase Order number and contract number;
(4) Itemization of all applicable charges; and
(5) Net amount due.

PAYMENT. Payments will be made in regular routine per K.S.A. 75-6403 upon receipt by the ordering department of the contractor's invoice in duplicate.

EXPERIENCE. All bidders must have a minimum of three (3) years continuous active participation in the applicable industry as a distinct company, providing equipment and systems comparable in size and complexity to the equipment and systems specified.

Specifications

Fire Extinguisher Service

Kansas State University (K-State) has a large inventory of fire extinguishers located throughout the buildings on several campuses. The Office of Fire Safety is currently located in Leasure Hall on the K-State campus in Manhattan. Fire Safety personnel routinely inspects these fire extinguishers as required under NFPA 10. The total inventory of portable fire extinguishers is:

Every 5 years:

Carbon Dioxide, 2.5 lb 3
5 lb 147
10 lb 480
15 lb 49
20 lb 7
50 lb 4

Every 6 years:

Dry Chemical, 2.5 lb 155
5 lb 1,124
10 lb 1,983
20 lb 97

Every 6 years:

Halon, 2.5 lb 15
5 lb 7
9 lb 41
13 lb 30
17 lb 4

Every 5 years:

K Wet Chemical, ...15

Kansas State University estimates that of the total 4,162 fire extinguishers in the inventory, approximately 700 are hydrostatic tested, maintenance checked, or refilled annually.

The contractor shall pick-up from the K-State Office of Fire Safety fire extinguishers which require hydrostatic testing, recharge or repair, and return them in a usable and approved condition to the same office. All fire extinguishers shall be clearly tagged showing the date the work was performed and the initials or signature of the person performing the work. All

procedures shall be performed in full and complete conformance to OSHA and NFPA Regulations and Standards and by a party who has been certified by the State of Kansas Fire Marshal Office according to K.S.A. 31-133a.

All extinguishers shall be clearly marked for their proper use and class or fire grouping for which they are approved. All fire extinguishers found to be beyond repair shall be clearly marked as such and returned to K-State. Office of Fire Safety personnel will notify the contractor when to pick up extinguishers for testing, recharge or repair. K-State will have adequate inventory on hand to replace fire extinguishers as needed, therefore, pick up will be limited to no less than once per month as dictated by the contractor. Pick up and deliver to the Office of Fire Safety shall be Monday through Friday, 8:00 am to 4:00 pm. Fourteen (14) day turn-around is required for all fire extinguisher testing, recharge or repair.

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

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. 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 such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of 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, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
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 statutorily 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. 75-6403), 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. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."