

MEMORANDUM OF AGREEMENT

This Agreement is entered into as of 9/8/09, at Manhattan, Kansas between Kansas State University hereinafter referred to as the "University", and ADT Enterprises Inc., 4216 Dr. Greaves Rd., Grandview, MO 64030 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 1/1/10 through 12/31/10.

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 40131.

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: ADT Enterprises Inc.
4216 Dr. Greaves Rd.
Grandview, MO 64030



(Signature)

Arnold D. Taylor

(Print Name)

Kansas State University
Controller/Purchasing
Manhattan, KS 66506



Carla K. Bishop

Director of Purchasing

MEMORANDUM OF AGREEMENT

This Agreement is entered into as of 9/10/07, at Manhattan, Kansas between Kansas State University hereinafter referred to as the "University", and ADT Enterprises Inc., 4216 Dr. Greaves Rd., Grandview, MO 64030 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 1/1/08 through 12/31/08.

Part 2. The Parties Hereto Agree That:

a. The University will provide:

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Grandview, MO 64030

Arnold D. Taylor
(Signature)

Arnold D. Taylor
(Print Name)

Kansas State University
Controller/Purchasing
Manhattan, KS 66506

Carla K Bishop
Carla K. Bishop
Director of Purchasing



Controller's Office
102 Anderson Hall
Manhattan, KS 66506-0108
Fax: 785-532-5632 or 785-532-5577

September 10, 2007

ADT Enterprises, Inc.
Attn: Arnold D. Taylor
4216 Dr. Greaves Rd.
Grandview, MO 64030
Subject: Contract #40131 - Barcode Labels

Dear Arnold:

Contract #40131 will expire 12/31/07. Per conditions of this contract, renewal options remains for another year under the same prices, terms, and conditions, upon mutual agreement of both parties. If you would like to renew this contract please sign where indicated and return as soon as possible. The signed memorandum plus the original contract, any addendums, and the Contractual Provisions Attachment will form the contract. The renewed contract will be from 1/1/08 through 12/31/08.

Thank you for your help in the matter. Kansas State University looks forward to continuing business with ADT Enterprises, Inc.. If you have any questions or need further information, please call me at 785-532-5469, e-mail address is cidekat@ksu.edu and my fax number is 785-532-5577.

Sincerely,

Chris Dekat
Procurement Officer

Student Services

Student Loans
211 Anderson Hall
785-532-6204

Cashiers
211 Anderson Hall
785-532-6317

Accounting Services
220 Anderson Hall
785-532-6202

Purchasing
21 Anderson Hall
785-532-6214

**Sponsored Projects
Accounting**
10 Anderson Hall
785-532-6207

**Financial Reporting/
Inventory**
21C Anderson Hall
785-532-6525

Administration
102 Anderson Hall
785-532-6290

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Grandview, MO 64030

Kansas State University
Controller/Purchasing
Manhattan, KS 66506

(Signature)

Carla K. Bishop
Director of Purchasing

(Print Name)

MEMORANDUM OF AGREEMENT

This Agreement is entered into as of 10/24/06, at Manhattan, Kansas between Kansas State University hereinafter referred to as the "University", and ADT Enterprises Inc., 4216 Dr., Greaves Rd., Grandview, MO 64030 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 one (1) year period from 1/1/07 through 12/31/07. **This contract is valid for all KSU Departments (on the Manhattan Campus)**

Part 2. The Parties Hereto Agree That:

a. The University will provide:

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4216 Dr., Greaves Rd.
Grandview, MO 64030

Kansas State University
Controller/Purchasing
Manhattan, KS 66506

Arnold D. Taylor
(Signature)

Arnold D. Taylor
(Print Name)

Carla K. Bishop
Carla K. Bishop
Director of Purchasing

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

CONTRACT I.F.B. NO. 40131
P.R. NO. 05001
REPLACES CONTRACT NO. NA
DATE MAILED 11/29/05

CLOSING DATE, 2:00 PM 12/14/05

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: Barcode Labels

PRIMARY USING DEPARTMENT: KSU Libraries

PERIOD OF CONTRACT: One Year From Date of Award with 4 additional one
year renewal options

GUARANTEE: NONE REQUIRED

Scope of Request:

To provide Barcode Labels as ordered meeting the following
specifications.

*** Web viewers may get a complete bid solicitation by sending an email request to
the Procurement Officer noted above.**

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 1/3/06, at Manhattan, Kansas between Kansas State University hereinafter referred to as the "University", and ADT Enterprises Inc., 4216 Dr., Greaves Road, Grandview, MO 64030 hereinafter referred to as the "Contractor".

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This agreement is for one (1) year period from 1/1/06 through 12/31/06.

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Grandview, MO 64030

Arnold D. Taylor
(Signature)

Arnold D. Taylor
(Print Name)

Kansas State University
Controller/Purchasing
Manhattan, KS 66506

Carla K. Bishop
Carla K. Bishop
Director of Purchasing

Closing Date 12/14/05

Item Barcode Labels

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 ADT Enterprises, Inc.

TELEPHONE (~~XXXXXXXX~~) NUMBER 816-767-0510 FAX NUMBER 816-767-0514

ADDRESS 4216 Dr. Greaves Road

CITY & STATE Grandview, Missouri ZIP CODE 64030

SS OR FEIN NUMBER 43-1489793

SIGNATURE Arnold D. Taylor

TYPED NAME OF SIGNATURE Arnold D. Taylor

TITLE President

DATE December 12, 2005

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 ataylor@barcodexperts.com

BID FORM

It is anticipated that the first year order will be for 100,000 Singles and 35,000 Piggyback.

| <u>Estimated Yearly Usage</u> | <u>Description / Price Per M</u> |
|-------------------------------|---|
| 100,000 | Barcode - Single / <u>\$19.00 Per M</u> |
| 35,000 | Barcode - Piggyback Pressure / <u>\$33.80 / M</u> |

Minimum Order \$ 95.00

Vendors must provide a sample of labels with their bid package.

NOTE Due to a special project, KSU Libraries MAY need to order up to 300,000 single labels over the next two years.

Vendors must state if Kansas Business Procurement Card is accepted:

Accepted _____ Not Accepted NO

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."