

MEMORANDUM OF ADDENDUM AGREEMENT

This Agreement is entered into as of 10/30/09, at Manhattan, Kansas between Kansas State University hereinafter referred to as the "University", and American Pest Management Inc., 220 Levee Dr., Manhattan, KS 66502 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 Addendum is from 11/1/09 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 40142.

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.

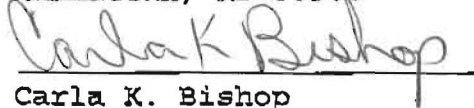
In witness whereof the parties hereto have signed this agreement as of the day and year first above written.

Contractor: American Pest Mgmt.
220 Levee Dr.
Manhattan, KS 66502


(Signature)

TRAVIS R. Atkinson
(Print Name)

Kansas State University
Controller/Purchasing
Manhattan, KS 66506


Carla K. Bishop
Director of Purchasing



220 Levee Drive • Manhattan, Kansas 66502
(785) 537-9188
Fax (785) 537-9271
www.americanpestonline.com

October 28, 2009

Kansas State University
% Rene Doherty
Salina KS 67401

To Whom It May Concern:

First of all I would like to thank you giving us the opportunity to bid on the pest control for your new building #722 Student Life Center.

We will treat the building 3 times per year in April, August and December. With each service we will inspect, monitor, and treat (as needed) and will include living quarters, offices, storeroom, furnace/boiler rooms, pantries, basements, and entryways.

An exterior service will be provided to control perimeter pests with each service. Treatment methods of liquid, gel baiting, rodent baiting, mechanical mouse traps, dusting, use of an IPM Vacuum, and granules will be applied according to the chemical label. Material Safety Data Sheets have been provided.

The cost of doing is treatment will be \$90.00 per service, with an initial service being done in October ~~2010~~ 2009.

Again thank you for choosing American Pest Management to meet your pest control needs. If you have any questions feel free to give us a call.

Thank you,

A handwritten signature in black ink, appearing to read 'Kennetta Nold', is written over a horizontal line.

Kennetta Nold
Office Manager
American Pest management, Inc.



Member: Entomological Society of America



Received Time Oct. 28. 2009 4:30PM No. 4496

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

CONTRACT I.F.B. NO. 40142
P.R. NO. 10005
REPLACES CONTRACT NO. 40055
DATE MAILED 10/27/06
CLOSING DATE, 2:00 PM 11/15/06

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: Termite & Pest Control Services (KSU-Salina)

USING DEPARTMENT: Kansas State University - Salina Campus

PERIOD OF CONTRACT: From 1/1/07 through 12/31/10

GUARANTEE: NONE REQUIRED

Scope of Invitation:

To provide Termite & Pest Control 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

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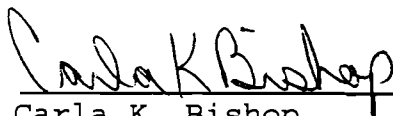
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Contractor: American Pest Mgmt. Inc.
220 Levee Dr.
Manhattan, KS 66502

Kansas State University
Controller/Purchasing
Manhattan, KS 66506


(Signature)

TRAVIS R. AGGSON
(Print Name)


Carla K. Bishop
Director of Purchasing

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 # 40142
CLOSING DATE 11/15/06

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 11/15/06 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 a period from 1/1/07 through 12/31/10.

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.

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.

SPECIFICATIONS TERMITE CONTROL SERVICES

1. This contract shall be made on the basis of current and ongoing treatment of termite infestation. Any treatment made shall be warranted through the remainder of the contract. Subsequent treatments made after an initial treatment shall be provided at no additional cost to the facility.
2. Payment of services will be as follows: Contract price for initial treatment will be paid upon completion of the treatment. Payments for monitoring will be paid upon completion of the inspection and at the price bid. Prices bid remain firm during the contract period.
3. Work to Include: All necessary labor, material and chemicals to control existing and future termite infestation (s) and to isolate susceptible elements of construction from soil borne termite infestation. Treatment will consist of a Bait Elimination System and shall be in compliance with all applicable recommendations contained in the literature provided by the manufacturer. A clear statement of how and why any bids diverge from these considerations for treatment should be listed on the proposal for treatment.
4. Performance:
 - A. The Bait Elimination System involves initial installation (for any new or additional buildings) and monitoring, colony elimination with termite bait, and subsequent monitoring for continuous protection from new termite colonies
 - B. Intervals of a few weeks to several months may be expected between;
 1. Sufficient termite activity to allow addition of termite bait;
 2. Addition of termite bait for complete elimination of the termite colony.
 - C. During the interval(s) between installation of the stations and complete elimination of existing termite colonies, termite feeding within the Structures, possibly involving additional structural damage, may be expected to occur. Additional services such as spot applications of conventional termiticides shall be available at no charge to combat termite activity on a localized, short-term basis if desired.
 - D. The active ingredient in the Bait System is to be an insect growth regulator which prevents worker termites from molting (critical to colony survival). It is contained in a Bait tube device which will be inserted in Stations only when sufficient termite

activity has been observed in those stations, and only for as long as is **needed** to eliminate a termite colony.

- E. The contractor will place the active ingredient only in Bait tube devices in **selected** stations, in which worker termites will feed.

5. Scope: The contractor will:

- A. Install termite bait stations as necessary in the soil around the outside **perimeter** of the structures.
- B. Monitor those new and preexisting stations on a bi-monthly basis per manufacturer recommendation.
- C. Add Termite Bait to the bait stations and remove it from the stations as appropriate.
- D. Inform K-State at Salina of:
 - 1. any new or increased termite activity noted at the stations;
 - 2. any addition or removal of termite bait;
 - 3. any observed effect of the Bait Elimination System on termite activity.

6. If in the opinion of the certified applicator, control can be achieved by use of **alternative treatment** methods including: partial treatment, limited treatment, spot treatment or **alternative technologies**, impermeable sand or combinations thereof, specifications and scope of work **shall be** clearly describe in the offer.

7. Infestations that exist independent of soil contact shall be eliminated by topical **applications** to the infested areas. This may require additional inspections to facilitate complete control of any above ground infestations.

8. Preconstruction treatments shall be made in full accordance with all label directions and recommendations. Applications shall be made to cover all vertical and horizontal surfaces of slab and foundation areas as applicable to the site.

9. ATTACH TO BID YOUR COMPLETE AND DETAILED DRAWINGS AND WRITTEN DESCRIPTIVE DETAILS OF JOB AS YOU PROPOSE TO PERFORM. Careful review of your proposal may be made by trained entomologists. Award will be made to the lowest bidder who offers a proposal that indicates complete control will be achieved. The Kansas Department of

Agriculture, Division of Plant Health shall be notified by contractor of the proposed date of the initial treatment and any re-treatment, prior to providing the service. The Plant Health Division shall be given at least seven (7) days notice prior to the date of the initial treatment and any re-treatment. The state reserves the right to be present at the time of treatment. The Plant Health Division also may inspect each job during and/or after completion and evaluate results.

10. Work to be performed according to all federal, state, and local laws, rules and regulations. All applications will be made by or supervised by (on site) a certified applicator.

11. Each monitoring shall be performed on a bi-monthly basis. Inspections will be made by certified applicators. A thorough inspection shall be made of all structures treated between 30 days and 90 days after the initial treatment is completed to insure all signs of termite activity have ceased and to insure adequacy of treatment procedures.

12. It shall be the responsibility of the contractor to inform agency personnel when work is scheduled to be performed to insure the facility will be open.

13. Contractor to submit in writing the name of the product and all pertinent information concerning the product proposed for use to the agency.

14. Contractor to provide name, amount of chemical/systems to be applied and Material Safety Data Sheets to the agency.

15. Contractor to be a licensed pesticide business.

OPTION: Kansas State University reserves the right to add and/or delete buildings as needed. Vendors are asked to quote additional cost and list any requirements, ie: square footage, building type, etc.

SPECIFICATIONS PEST CONTROL SERVICES

INTENT: These specifications cover and include the furnishing of all labor, materials, equipment, certifications of and amount of financial responsibility, permits and fees necessary to accomplish the pest control services herein specified. This applies to designate buildings (See – Bid Form, Group II) and includes all tunnels, basements, and other places adjacent to the structure and on institutional grounds where infestation might be found.

SCOPE:

1. Insects to be controlled shall include cockroaches, silverfish, spiders, flies, sow bugs, pantry pests and ants.
2. Rodent control shall include the effective control of rats and mice in all buildings under this contract and perimeter control of rodents adjacent to buildings.
3. Control of termites and other wood destroying pests not listed above shall not be included in this group. The contractor shall report the presence and location of infestations of any other pests not otherwise included in this contract, when identified.
4. **PEST MANAGEMENT PLAN:** The pest control service plan shall be submitted as part of the bid. The cost of implementing and maintaining the pest management plan shall be included with the bid. The pest management plan should integrate preventive and corrective measures and identify "sensitive areas". The plan should be implemented at the lowest cost with minimum risk to man, property or the environment by utilization of inspection, identification, recommendation for control, treatment, and review an evaluation of the pest problem.
5. The plan should initially focus on identification of pests, location and severity of infestations. Next, procedures shall be employed to reduce pest populations to low levels using "clean out" procedures. Then, the focus of the plan shall include prevention and management of infestations. The plan shall include cultural, mechanical, physical and chemical means of control when and where practical. Factors which limit the potential for the pest to survive and reproduce should be employed. This may involve the use of pesticides, but the emphasis of the service is to be directed towards sanitation and exclusion. If necessary, a separate bid (or subcontractor's bid submitter) may also be made for mechanical alterations such as caulking, sealing, screening and installation of preventative devices such as light traps, air screens and mist dispensers and the monitoring and servicing thereof that may be necessary or desirable to help achieve control. However, the agency reserves the right to perform the recommended mechanical alterations itself. The plan should include provisions for maintaining a pest monitoring program.

6. The servicing company shall submit a complete and detailed preliminary report within seven days of receipt of the award of contract. This report shall be based on a sanitation inspection of designated structures performed by a certified applicator and a designated employee of the facility. This report shall cover existing sanitary conditions affecting insect and rodent control, identify "sensitive areas", and shall include recommendations for steps to be taken by the contractor and by the facility management to maintain a high level of insect and rodent control within all buildings and groups covered by the contract. Such inspection and recommendations should cover factors that are conducive to pest populations such as: harborage areas, heat, darkness, moisture, food and water, means of entry, and other evidence of the presence of pests such as droppings, she skins, etc.
7. The contractor will enter, for the purpose of inspection, monitoring and providing control (as necessary), all of the designated buildings and areas of the facility at least once a month. The contractor shall make additional control procedures or treatment as deemed necessary by the facility. Such service shall be rendered promptly, (within 12 hours after advice of need of service in sensitive areas, otherwise within 24 hours), when requested by the facility. The contractor will on each visit to the facility, contact the designated institutional or agency representative as determined by the institution or agency head.
8. The contractor shall record and report actions of service provided on a monthly basis. These reports shall cover existing conditions affecting insect and rodent populations and their control, progress of treatment and recommendations for maintaining insect and rodent control. The report shall be written after each monthly service has been rendered and shall also contain all of the information required by the Kansas Pesticide Law as a record for pesticide application. Copies of the reports to be mailed to: One copy to the Division of Plant Health, Kansas Department of Agriculture, 901 S. Kansas Ave., Topeka, Kansas 66612-1281 and other copies to be presented to the agency each month with invoice for service.
9. MISCELLANEOUS RESPONSIBILITIES: Security provisions of the facility area observed and maintained.
10. AVAILABILITY: The contractor must provide the facility representative(s) a list of regular established office hours and telephone numbers of the contractor. Furthermore, contractor must provide a listing of emergency phone numbers so that a representative of the contractor can be available 24 hours per day as needed to handle emergencies and/or to receive messages for facility needs. Further, facility requires a full list of employees under employment and working at the contract site with a continual listing as employee turnover and rehiring occurs. These will be required for internal security access.

MATERIALS:

1. Materials used shall conform to all federal and state laws and regulations and shall be acceptable to the facility management. Approval of materials will not be unreasonably withheld.
2. Insecticides and rodenticides shall be used with all due precautions to prevent the possibility of accidents or exposure of humans, domestic animals, pets, property and any unintended environmental consequences.
3. Only pesticides registered by the Environmental Protection Agency and the Kansas Department of Agriculture shall be used and only in accordance with all directions and precautionary statements that appear on the products' labeling. Copies of the pesticide label and material safety data sheets must be provided to the designated representative of the facility. Pesticide products applied must clearly be labeled for use in the sites where they are used. Whenever possible, especially in sensitive areas, low human toxicity pesticides such as insect growth regulators or baits shall be used. Any Restricted Use Pesticides used are to be applied only by certified applicators.

FINANCIAL RESPONSIBILITY AND LICENSING:

1. The contractor shall have insurance coverage for any damages to state and private property that may occur as a result of pest control activities. Coverage must be continuous over the course of the contract period. The amount of coverage must be not less than \$25,000 for bodily injury liability for each occurrence and \$100,000 property damage liability for each occurrence. This coverage shall be in addition to any bond, escrow account, or letter of credit used for licensing purposes. This requirement may be modified to suit the special needs of the facility, but in no event shall be less than provided for in the Kansas Pesticide Law.
2. If the contractor fails to maintain a Kansas pesticide business license for any reason, the contract is subject to immediate cancellation.

INSTITUTIONAL COOPERATION:

- 1) The facility shall extend all necessary cooperation to insure effective results from the pest control plan. Whenever conditions conducive to pest breeding, harborage, and entry into the facility are noted by the contractor in his report, the facility shall take steps necessary to correct such conditions. The contractor shall be relieved of any responsibility regarding control of pests in the specific locations or conditions until recommended corrections are made. The monthly report shall include the actions or inaction of others to help mitigate the pest problem.

- 2) All work to be performed as specified.
- 3) Designate facility representatives will be furnished by the agency, to the contractor upon award of the contract.

BID FORM

GROUP 1 - TERMITE CONTROL SERVICES

BI-MONTHLY MONITORING (STATIONS ALREADY INSTALLED)

BUILDING #	2007	2008	2009	2010
708 Civil Lab	\$ <u>28</u>	\$ <u>28</u>	\$ <u>28</u>	\$ <u>28</u>
712 Tullis Bldg	\$ <u>28</u>	\$ <u>28</u>	\$ <u>28</u>	\$ <u>28</u>
713 TAC	\$ <u>28</u>	\$ <u>28</u>	\$ <u>28</u>	\$ <u>28</u>
714 SAC	\$ <u>28</u>	\$ <u>28</u>	\$ <u>28</u>	\$ <u>28</u>
715 Science Ctr	\$ <u>28</u>	\$ <u>28</u>	\$ <u>28</u>	\$ <u>28</u>
717 Maint Bldg	\$ <u>28</u>	\$ <u>28</u>	\$ <u>28</u>	\$ <u>28</u>
718 Facilities	\$ <u>28</u>	\$ <u>28</u>	\$ <u>28</u>	\$ <u>28</u>

INSTALLATION - BI-MONTHLY MONITORING OF ADD'L BUILDINGS

INSTALLATION	\$ <u>775</u>	\$ <u>775</u>	\$ <u>775</u>	\$ <u>775</u>
MONITORING	\$ <u>28</u>	\$ <u>28</u>	\$ <u>28</u>	\$ <u>28</u>

* PRICES FOR BUILDINGS THAT ARE LESS THAN 400 LIN FT PERIMETER

* FOR BUILDINGS THAT ARE GREATER THAN 400 LIN FT IN PERIMETER, THESE BUILDINGS WILL BE PRICED AT

INSTALLATION: \$4 per LIN FT

MONITORING: .08 PER LIN FT

* CORE DRILLING \$30 PER HOLE IF NEEDED.

BID FORM

GROUP II - PEST CONTROL SERVICES AS SPECIFIED

710 Cafeteria	PER MONTH	\$ <u>80</u>
711 Residence Hall	PER MONTH	\$ <u>80</u>
719 Harbin Hall	PER MONTH	\$ <u>80</u>

QTR = 3 TIMES PER YEAR (APRIL/AUG/DEC)

700 Gym	PER QTR	\$ <u>50</u>
704 Aero East	PER QTR	\$ <u>50</u>
705 Composite Lab	PER QTR	\$ <u>40</u>
706 Aero Center	PER QTR	\$ <u>60</u>
708 Civil Lab	PER QTR	\$ <u>50</u>
709 Tech Center	PER QTR	\$ <u>90</u>
710 College Center	PER QTR	\$ <u>50</u>
712 Tullis Bldg	PER QTR	\$ <u>40</u>
713 TAC	PER QTR	\$ <u>40</u>
714 SAC	PER QTR	\$ <u>50</u>
715 Science Ctr	PER QTR	\$ <u>50</u>
716 NGML	PER QTR	\$ <u>45</u>
717 Maint Bldg	PER QTR	\$ <u>45</u>
718 Facilities	PER QTR	\$ <u>45</u>
720 Bldg 820	PER QTR	\$ <u>45</u>
721 Sportsfield Bldg	PER QTR	\$ <u>45</u>
ADD'L BUILDINGS-PER QTR		\$ <u>65</u>

Closing Date 11/15/06

Item Termite & Pest Control 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 AMERICAN PEST MANAGEMENT, INC.

TELEPHONE (TOLL FREE) NUMBER 800-748-8287 FAX NUMBER 785-537-9271

ADDRESS Z20 LEVEE DR.

CITY & STATE MANHATTAN KS ZIP CODE 66502

SS OR FEIN NUMBER 48-0896183

SIGNATURE

TYPED NAME OF SIGNATURE TRANS R. AGGSON

TITLE OPERATIONS MANAGER

DATE 11/01/2006

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 americanpest@sbcglobal.net

State of Kansas
Department of Administration
DA-148a (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-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 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."