

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

**CONTRACT SIGNATURE SHEET**

Date: 06/15/2011  
CONTRACT NO.: 40256  
Replaces Contract No.: N/A

Procurement Officer: Cathy Oehm  
Phone: 785-532-1859  
E-mail: cathyo@k-state.edu

Item: 35% Hydrogen Peroxide, Technical Grade, 55-Gallon Drums  
Primary Using Department: Kansas State University – Environmental Health & Safety  
Period of Contract: 06/06/2011 through 05/31/2016  
Contractor Information: Harcros Chemicals, Inc  
5200 Speaker Road  
Kansas City, KS 66106  
CONTACT: Philip Daniel  
Phone: 913-621-7788; FAX: 913-621-7746; E-mail: kansascitycs@harcros.com  
Prices: \$ .56/lb / \$280.00 per drum delivered monthly  
\$ 35.00 drum deposit as bid on KSU – IFB #40256  
Payment Terms: Net 30

The parties agree as follows:

1. Subject to the terms and conditions of this contract and companion Contract Award document, K-State Purchasing 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 from Environmental Health & Safety at the price or prices contained in the bid. KSU - Environmental Health & Safety 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 KSU - Environmental Health & Safety. 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 K-State Purchasing.
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.

Harcros Chemicals, Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

KANSAS STATE UNIVERSITY

By: \_\_\_\_\_

CARLA BISHOP

DIRECTOR OF PURCHASING