

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

CONTRACT SIGNATURE SHEET

Date: 20 December 2012
CONTRACT NO.: 40303
Replaces Contract No.: NA

Procurement Officer: Chris Dekat, CPPB
Phone: 785-532-6214
E-Mail: cidekat@k-state.edu

Item: FACILITIES MANAGEMENT SOFTWARE
Primary Using Department: KANSAS STATE UNIVERSITY FACILITIES
Period of Contract: December 21, 2012 through December 31, 2017

Contractor Information: ASSETWORKS, INC.
998 OLD EAGLE SCHOOL ROAD, SUITE 1215
WAYNE, PA 19087
ATTN: ALAN MORRIS, ACCOUNT EXECUTIVE
Phone: 210-307-1763; Fax: 210-301-0298; e-mail: Alan.Morris@AssetWorks.com

Prices, Payment Terms, Shipping Information: See attached documents
-AssetWorks, Inc.'s Best & Final offer – 3 pages
-AssetWorks, Inc.'s Software as a Service agreement – 12 pages (inc 4 attachments)
-AssetWorks, Inc.'s Installation Services Agreement – 9 pages (inc 2 exhibits)

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 are 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.

ASSETWORKS

By: John H. Hues III

Printed Name: John H. Hues III

Title: President

KANSAS STATE UNIVERSITY

By: Carla K Bishop

CARLA BISHOP
DIRECTOR OF PURCHASING