

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

CONTRACT SIGNATURE SHEET

Date: 2/25/2013
CONTRACT NO.: 40332
Replaces Contract No.: NA

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

Item: Seed -- Double Haploids Services
Primary Using Department: Kansas State University -- Agronomy
Period of Contract: 3/1/13 through 2/28/17

Contractor Information: Heartland Plant Innovations
1990 Kimball Ave.
Manhattan, KS 66502

CONTACT: Robert D. Berard
Phone: 785-340-4300 FAX: 785-539-8946 ; e-mail: rberard@heartlandinnovations.com

Prices: as bid on IFB 40332 (\$30 per line / plant)
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: Heartland Plant Innovations

By: Robert D. Berard

Printed Name: ROBERT BERARD

Title: CEO

KANSAS STATE UNIVERSITY

By: Carla K. Bishop
CARLA BISHOP
DIRECTOR OF PURCHASING