

AM06 - Texas A&M AgriLife Research Purchase Order

P.O. Date: 12/2/2016

Purchase Order Number

AM06-17-P040087

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.

V E N D O R	Vendor Number: 00008104 Thermo Electron North America LLC 1400 Northpoint Pkwy Ste 10 West Palm Beach , FL 33407
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S H I P T O	NUTRITION AND FOOD SCI - Paula Maldonado Attn: DEBRA PEIKERT (979)458-1006 CATER-MATTIL HALL 1503 RM 130 373 Olsen Blvd. 2253 TAMU COLLEGE STATION, TX 77843 USA Email: NFSC-Business@ag.tamu.edu Phone: (979) 458-3349
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B I L L T O	NUTRITION AND FOOD SCIENCE AgriLife Administrative Services (AGSV) 436 578 John Kimbrough Blvd 2147 TAMU COLLEGE STATION, TX 77843 US Email: Apinvoices@ag.tamu.edu Phone: (979) 458-3349
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INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.

<p>Please login to Buy A&M to retrieve attachments associated with the Purchase Order.</p> <p>Solicitation (Bid) No.:</p>	Payment Terms: Net 30 Shipping Terms: F.O.B., Destination Freight Terms: Freight Allowed Delivery Calendar Day(s) A.R.O.: 0
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Item # 1
Class-Item 936-48

LCQ Deca XP MAX Ultra Sensitive MSN Ion
Serial # LDM20006
Material # DECA-60000
Coverage: Unity Limited Support Plan-MSPEC-LC-MS

Limited Support Plan Features:

- One (1) demand on-site field service visit, response within 5 days
- Engineer labor and travel is included for one (1) demand on-site field service visit
- Factory-certified replacement parts included (during on0site service)
- Priority status for technical support inquiries
- One (1) Scheduled Preventative Maintenance visit
- One time 10% discount on Parts, Accessories or Consumables for end user during active contract
- Software updates and notifications. Updates are defined as Software revisions that provide minor changes that are needed to correct or improve the previous version of the software. Software updates are normally indicated by a software revision number change e.g. version 1.1 to version 1.2
- Computers purchased from Thermo and are required for the operation of the system is covered under a Support Plan. Replacement of computers that required an upgrade to new operating systems are not included in a Support Plan.

Base Coverage Exclusions:

- Computers not provided and installed with the system by Thermo Fisher. Hardware and Operating System upgrades, replacing a HD with larger capacity
- Software version upgrades are not provided under a Support Plan. Upgrades are normally indicated by a software version number change e.g. version 1.2 to version 2.0
- Consumable items and parts such as bottles, calibration materials, solvents, vials, caps, septa, all Columns, data media, ferrules, ETD filaments (excluding the one included in the PM visit), filters, frits, gases, gasket, injection port liners, integrator paper, ion exchange resin, lamps, photomultipliers, pump oil, reaction tubes, source ceramics, mobile phases, autosampler rotor valve seals, ample ports, syringes, and sample loops, DEP emitters, electron multipliers, glass jet separators, heated capillaries, ion gauges, ion

volumes

- Operating training
- Sample concentrator plumbing
- Work related to radioactive sources
- Components that cannot be repaired or replaced due to lack of availability from Thermo Scientific supplier (obsolescence)
- Complete system replacement is not covered under contract

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 15,674.00	YR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 15,674.00

Item # 2

Thermo Electron Quote # 20713073/-2

PERIOD OF SERVICE:

SEPTEMBER 1, 2016 - AUGUST 31, 2017

TERMS OF PURCHASE:

AS NOTED ON THIS PURCHASE ORDER, VENDOR'S ACCEPTANCE IS SUBJECT TO THE AGENCY'S TERMS AND CONDITIONS. THESE SUPERSEDE ANY OTHER TERMS AND CONDITIONS ISSUED BY THE VENDOR. THE PARTIES ALSO AGREE TO THE TERMS OF THE SERVICES AGREEMENT ADDENDUM, WHICH IS ATTACHED HEREBY AND INCORPORATED FOR ALL PURPOSES.

PAYMENT TERMS:

NET 30 DAYS UPON RECEIPT AND ACCEPTANCE OF CORRECT INVOICE.

INSURANCE:

THE VENDOR IS REQUIRED TO CARRY INSURANCE NAMING THE BOARD OF REGENTS FOR AND ON BEHALF OF THE TEXAS A&M UNIVERSITY SYSTEM, THE TEXAS A&M UNIVERSITY SYSTEM, AND TEXAS A&M AGRILIFE AS ADDITIONAL INSUREDS FOR THE DURATION ON THIS CONTRACT. THE INSURANCE CURRENTLY ON FILE EXPIRES ON JULY 1, 2017. RENEWED, REVISED, OR NEW CERTIFICATES OF INSURANCE SHALL BE SENT TO THE TEXAS A&M AGRILIFE PURCHASING OFFICE VIA FAX TO 979-458-1217. NOT CARRYING THE REQUIRED INSURANCE COULD LEAD TO CANCELLATION OF THIS AGREEMENT BY THE AGENCY.

PUBLIC INFORMATION:

(A) VENDOR ACKNOWLEDGES THAT THE AGENCY IS OBLIGATED TO STRICTLY COMPLY WITH THE PUBLIC INFORMATION ACT, CHAPTER 552, TEXAS GOVERNMENT CODE, IN RESPONDING TO ANY REQUEST FOR PUBLIC INFORMATION PERTAINING TO THIS AGREEMENT, AS WELL AS ANY OTHER DISCLOSURE OF INFORMATION REQUIRED BY APPLICABLE TEXAS LAW.

(B) UPON THE AGENCY'S WRITTEN REQUEST, VENDOR WILL PROVIDE SPECIFIED PUBLIC INFORMATION EXCHANGED OR CREATED UNDER THIS AGREEMENT THAT IS NOT OTHERWISE EXCEPTED FROM DISCLOSURE UNDER CHAPTER 552, TEXAS GOVERNMENT CODE, THE AGENCY IS A NON-PROPRIETARY FORMAT ACCEPTABLE TO THE AGENCY. AS USED IN THIS PROVISION, "PUBLIC INFORMATION" HAS THE MEANING ASSIGNED IN SECTION 552.002, TEXAS GOVERNMENT CODE, BUT ONLY INCLUDES INFORMATION TO WHICH THE AGENCY HAS A RIGHT OF ACCESS.

(C) VENDOR ACKNOWLEDGES THAT THE AGENCY MAY BE REQUIRED TO POST A COPY OF THE FULLY EXECUTED AGREEMENT ON ITS INTERNET WEBSITE IN COMPLIANCE WITH SECTION 2261.253(A)(1), TEXAS GOVERNMENT CODE.

TAX: \$ 0.00
FREIGHT: \$ 0.00
TOTAL: \$ 15,674.00

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes.
State and City Sales Tax Exemption Certificate: The A&M System claims an exemption from taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

FAILURE TO DELIVER: If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

THE TEXAS A&M UNIVERSITY SYSTEM TERMS AND CONDITIONS APPLY.

APPROVED

By: NICOLE MALAIN

Email: nicole.malain@ag.tamu.edu

Phone#: (979) 845-0839

BUYER