

AM06 - Texas A&M AgriLife Research Purchase Order

P.O. Date: 2/10/2017

Purchase Order Number

AM06-17-P045257

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

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| V E N D O R | Vendor Number: 00115017 Imagine Optic Inc 50 Milk St 16th Fl Boston, MA 02109 |
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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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INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.

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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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| <p>Please login to Buy A&M to retrieve attachments associated with the Purchase Order.</p> <p>Solicitation (Bid) No.: AM06-17-B000857</p> | <p>Payment Terms: Net 30 Shipping Terms: F.O.B., Destination Freight Terms: Freight Allowed Delivery Calendar Day(s) A.R.O.: 0</p> |
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Item # 1
Class-Item 490-43

Lambert Instruments FLIM Attachment (LIFA), Widefield

LIFA for FLIM (Fluorescence Lifetime Imaging Microscopy) in the frequency domain. Attachment for a wide-field fluorescence microscope, consisting of the following items:

- TRiCAM M, modulated ICCD camera based on a Gen II Image intensifier. Photocathode S25.
- Multi-LED light source, 3 LEDs (CFP, GFP and RFP excitation / +-30nm bandwidth) mounted and combined by dichroic to one common optical output to the microscope. Wavelength selection is done by LI-FLIM.
- Control unit, includes a modulation signal generator and high voltage power supply.
- Acquisition and processing control unit (PC, Windows 7 Professional 64-bit), with one (1) large monitor.
- Software package LI-FLIM for acquisition and analysis installed.
- On-site installation and training.
- Free technical support provided by Imagine Optic Inc./Axiom Optics/Lambert via email/Teamviewer/telephone based on availability and work load (24 hours response max).

See attached LIFA brochure for additional components and specifications.

| Quantity | Unit Price | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|----------|---------------|-----|------------|---------------------|----------|------------|---------|---------------|
| 1.00 | \$ 121,150.00 | EA | 0.00 % | \$ 0.00 | | \$ 0.00 | \$ 0.00 | \$ 121,150.00 |

Item # 2
 Class-Item 490-43

Shipping and Handling, F.O.B. Destination

The vendor shall be responsible for clearing the goods for export and import. The vendor shall pay any shipping charges, duties, taxes, and/or customs clearance fees. The vendor is responsible for delivering the products to the address shown on this Invitation For Bid. If any customs issues or shipping claims arise, the vendor shall be responsible for working with the respective entities to resolve them.

| Quantity | Unit Price | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|----------|-------------|-----|------------|---------------------|----------|------------|---------|-------------|
| 1.00 | \$ 1,500.00 | EA | 0.00 % | \$ 0.00 | | \$ 0.00 | \$ 0.00 | \$ 1,500.00 |

Item # 3

Terms and Conditions:

Vendor's acceptance is subject to the Agency's terms and conditions. These supersede any other terms and conditions issued by the vendor. Having the status of a state agency, Texas A&M AgriLife must abide by the laws of the State of Texas.

This purchase order encompasses all of the specifications and terms & conditions of the original bid, #AM06-17-B000857.

Terms of Payment:

Net 30 days upon successful installation by the vendor and acceptance by the Agency, or net 30 days upon receipt of correct invoice, whichever is later.

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 until the contracted services have been completed. Renewed, revised, or new certificates of insurance shall be sent to the Texas A&M AgriLife Purchasing Office via fax to 979-458-1217. The insurance requirements are attached.

Public Information:

(a) Vendor acknowledges that Texas A&M AgriLife 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 Texas A&M AgriLife'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, to Texas A&M AgriLife in a non-proprietary format acceptable to Texas A&M AgriLife. As used in this provision, "public information" has the meaning assigned in Section 552.002, Texas Government Code, but only includes information to which Texas A&M AgriLife has a right of access.

(c) Vendor acknowledges that Texas A&M AgriLife 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.

All manuals shall be delivered with the equipment and to be in English.

Indicate purchase order number on all package mailing labels.

Warranty:

One year warranty. Warranty period shall begin upon successful installation and acceptance by the Agency. The product seller shall not limit or exclude any implied warranties and any attempt to do so shall render any contract voidable at the option of the buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to samples and descriptive or technical information provided by the seller, if any.

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| TAX: | \$ 0.00 |
| FREIGHT: | \$ 0.00 |
| TOTAL: | \$ 122,650.00 |

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: CHRISTOPHER CHAMBERLAIN

Email: cchamberlain@tamu.edu

Phone#: (979) 845-4786

BUYER