# TEXAS A&M AGRILIFE RESEARCH

COLLEGE STATION, TX 77843-2147
PURCHASE ORDER

03/30/2017

Page 01 Buyer LRW

Include PO Number on all correspondence and packages

P760053

### VENDOR:

\*\*\*\*\*\*\*6551 ILLUMINA INC 9885 TOWNE CENTRE DR SAN DIEGO, CA 92121-1975

## MAIL INVOICE TO AGENCY BELOW:

TEXAS A&M AGRILIFE RESEARCH FUNCTIONAL GENOMICS CORE FAC 101 GATEWAY, SUITE A COLLEGE STATION TX 77845

#### SHIP TO:

TEXAS A&M AGRILIFE RESEARCH FUNCTIONAL GENOMICS CORE FAC 101 GATEWAY, SUITE A COLLEGE STATION TX 77845

Item	Description	Quantity	UOM	Unit Price	Ext Price
	USER REF: 032820-17LRW				
	TERMS OF PURCHASE: VENDOR AGREES TO COMPLY WITH THE ATTACHED CONTRACT ADDENDUM. THESE SUPERSEDE ANY OTHER TERMS AND CONDITIONS ISSUED BY THE VENDOR.			<b>EMAIL</b>	
	PAYMENT TERMS: NET 30 DAYS UPON SUCCESSFUL INSTALLATION AND ACCEPTANCE BY THE AGENCY OR RECEIPT OF CORRECT INVOICE, WHICHEVER IS LATER.			3-30-17 @ 4:16 LRW	p.m.
	DELIVERY: APPROXIMATELY 3 WEEKS AFTER RECEIPT OF ORDER			1	
	WARRANTY: ILLUMINA PRODUCT CARE NOVASEQ 6000 COMPREHENSIVE PLAN (PART #20016095) TO INCLUDE FULL COVERAGE FOR PARTS, LABOR, AND TRAVEL; REAGENT REPLACEMENT UPON HW FAILURES; 1 PM; REMOTE TECHNICAL SUPPORT; 3 BUSINESS DAY AVERAGE ON-SITE RESPONSE; HW/SW UPDATES; ON-SITE APPLICATIONS SUPPORT; AND DISCOUNTS ON ADVANCED TRAINING. VENDOR SHALL NOT LIMIT OR EXCLUDE ANY IMPLIED WARRANTIES. ANY ATTEMPT TO DO SO SHALL RENDER THIS PURCHASE ORDER VOIDABLE AT THE OPTION OF THE AGENCY.				
	PUBLIC INFORMATION:  (A) THE 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.				

FOB: DESTINATION FRT PREPAID AND ADD

Texas A&M AgriLife cannot accept collect freight shipments.

## TERMS AND CONDITIONS OF PURCHASE:

Vendor's acceptance is subject to the Agency's terms and conditions, which are either attached hereto, may be faxed or emailed upon request, or are available at <a href="http://agrilifeas.tamu.edu/library/pdf/purchasing/terms-conditions-purchase.pdf">http://agrilifeas.tamu.edu/library/pdf/purchasing/terms-conditions-purchase.pdf</a>.

The Agency is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the Agency.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT.

Terms: N 30

PURCHASING AGENT FOR

TEXAS A&M AGRILIFE RESEARCH

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	(B) UPON THE AGENCY'S WRITTEN REQUEST, THE VENDOR WILL PROVIDE SPECIFIED PUBLIC INFORMATION EXCHANGED OR CREATED UNDER THIS AGREEMENT THAT IS NOT OTHERWISE EXCEPTED FROM DISCLOSURE UNDER CHAMBER 552, TEXAS GOVERNMENT CODE, TO THE AGENCY IN 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) THE VENDOR ACKNOWLEDGES THAT THE AGENCY IS REQUIRED TO POST A COPY OF THE FULLY EXECUTED AGREEMENT ON ITS INTERNET WEBSITE IN COMPLAINCE WITH SECTION 2261.253(A)(1), TEXAS GOVERNMENT CODE.				
	THE AGENCY HAS DETERMINED THAT THERE ARE NO HUB SUBCONTRACTING OPPORTUNITIES FOR THIS ORDER.				
	TERMINATION FOR CAUSE/DEFAULT: IF THE VENDOR FAILS TO PROVIDE THE GOODS OR SERVICES CONTRACTED FOR ACCORDING TO THE PROVISIONS OF THIS PURCHASE ORDER, OR FAILS TO COMPLY WITH ANY OF THE TERMS & CONDITIONS OF THIS PURCHASE ORDER, THE AGENCY MAY, UPON WRITTEN NOTICE OF DEFAULT TO THE VENDOR, IMMEDIATELY TERMINATE ALL OR ANY PART OF THIS PURCHASE ORDER. TERMINATION IS NOT AN EXCLUSIVE REMEDY, BUT WILL BE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES PROVIDED IN EQUITY, BY LAW OR UNDER THIS PURCHASE ORDER.				
	THE AGENCY MAY EXERCISE ANY OTHER RIGHT, REMEDY OR PRIVILEGE WHICH MAY BE AVAILABLE TO IT UNDER APPLICABLE LAW OF THE STATE AND ANY OTHER APPLICABLE LAW OR MAY PROCEED BY APPROPRIATE COURT ACTION TO ENFORCE THE PROVISIONS OF THIS PURCHASE ORDER, OR TO RECOVER DAMAGES FOR THE BREACH OF ANY AGREEMENT BEING DERIVED FROM THIS PURCHASE ORDER. THE EXERCISE OF ANY OF THE FOREGOING REMEDIES WILL NOT CONSTITUTE A TERMINATION OF THIS PURCHASE ORDER UNLESS THE AGENCY NOTIFIED THE VENDOR IN WRITING PRIOR TO THE EXERCISE OF SUCH REMEDY. THE VENDOR WILL REMAIN LIABLE FOR ALL COVENANTS AND INDEMNITIES UNDER THIS PURCHASE ORDER. THE VENDOR WILL BE LIABLE FOR ALL COSTS AND EXPENSES, INCLUDING COURT COSTS, INCURRED BY THE AGENCY WITH RESPECT TO THE ENFORCEMENT OF ANY OF THE REMEDIES LISTED IN THIS PURCHASE ORDER.				
	INSURANCE: THE VENDOR IS REQUIRED TO CARRY INSURANCE NAMING THE TEXAS A&M UNIVERSITY SYSTEM BOARD OF REGENTS FOR AND ON BEHALF OF THE TEXAS A&M UNIVERSITY SYSTEM AS ADDITIONAL INSURED. THE				

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	INSURANCE SHALL REMAIN IN EFFECT FOR THE DURATION OF THIS CONTRACT. THE INSURANCE CURRENTLY ON FILE EXPIRES ON SEPTEMBER 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.				
1	NOVASEQ 6000 SEQUENCING SYSTEM INCLUDING TWELVE (12) MONTH WARRANTY CATALOG #20012850 SEE ATTACHMENT FOR COMPLETE SPECIFICATIONS	1	EA	985,000.000	985,000.00
	SYSTEM MUST HAVE/BE CAPABLE OF THE FOLLOWING:  -HAVE A CAPACITY THAT IS FOUR TIMES THE DEPARTMENT'S CURRENT SYSTEM AT TWICE THE SPEED  -MULTIPLE FLOW CELL CONFIGURATIONS ENABLE SEQUENCING OF APPROXIMATELY 160-6000 GB PER RUN, PROVIDING ADJUSTABLE OUTPUT BASED ON PROJECT NEEDS -PRODUCE UP TO 20 BILLION CLUSTERS AND 6000 GB OUTPUT PER 2 x 150 BP RUN -SUPPORT UP TO 2 x 150 BP READ LENGTHS -ALLOW OPTION BETWEEN RUNNING 1 OR 2 FLOW CELLS -ALLOW OPTION TO CHOOSE BETWEEN 4 FLOW CELL TYPES -PRODUCE ACCURATE SEQUENCING DATA QUALITY OF 75% OF BASES WITH Q-SCORES GREATER THAN OR EQUAL TO 30 AT 2 x 150 BP READ LENGTH -PERFORM CLONAL AMPLIFICATION, SEQUENCING, PAIRED-END TURN, AND PRIMARY DATA ANALYSIS -COMPATIBLE WITH ILLUMINA LIBRARY PREPARATION KITS -ALLOW SEQUENCING OF 48 HUMAN GENOMES AT 30X COVERAGE PER RUN -CAPABLE OF MULTIPLE READ LENGTH CONFIGURATIONS -NOVASEQ S1 AND S2 FLOW CELLS SHOULD PROVIDE A POWERFUL OPTION FOR MOST HIGH-THROUGHPUT APPLICATIONS -NOVASEQ S3 AND S4 FLOW CELLS SHOULD PROVIDE WHOLE-GENOME SEQUENCING ACROSS A RANGE OF SPECIES AND DEPTHS OF COVERAGE				
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2	INSTALLATION AND TRAINING ALL INSTALLATIONS SHALL BE PERFORMED BY A SINGLE VENDOR.	1	JOB	0.000	0.00
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	THE REQUESTED EQUIPMENT IS TO BE SUPPLIED AS A COMPLETE OPERATIONAL SYSTEM, SET-UP AND READY FOR USE. ANY/ALL OPERATIONAL/MAINTENANCE MANUALS ARE TO BE PROVIDED AT THE TIME OF SHIPPING/INSTALLATION.				
	THIS PROJECT SHALL BE CONSIDERED A "TURNKEY" PROJECT THAT INCLUDES ALL ASPECTS OF THE INSTALLATION.				
	USE OF PREMISES AND COOPERATION: THE VENDOR SHALL HAVE ACCESS TO THE PREMISES FOR THE PURPOSE OF DELIVERING EQUIPMENT AND PERFORMING THE WORK NECESSARY TO FULFILL THIS PURCHASE ORDER. THEY SHALL COOPERATE WITH THE AGENCY'S PERSONNEL WHO MAY CURRENTLY BE WORKING ON THE PREMISES, INTEGRATING THEIR WORK WITH THAT OF THE AGENCY, ALL TO THE BEST INTEREST OF THE TOTAL JOB AND ITS ORDERLY COMPLETION.				
	IT IS UNDERSTOOD THAT ALL EQUIPMENT AND MATERIALS SUPPLIED BY THE VENDOR SHALL REMAIN THEIR PROPERTY UNTIL SUCH TIME AS ACCEPTED OR PAID FOR BY THE AGENCY. THE VENDOR SHALL PROTECT THEM WITH APPROPRIATE INSURANCE AGAINST THEFT OR OTHER LOSS OR DAMAGE.				
	THE VENDOR SHALL BE RESPONSIBLE FOR DAMAGE TO THE AGENCY'S EQUIPMENT AND/OR THE WORKPLACE AND ITS CONTENTS BY ITS WORK, NEGLIGENCE IN WORK, ITS PERSONNEL AND EQUIPMENT. THE VENDOR SHALL BE RESPONSIBLE AND LIABLE FOR THE SAFETY, INJURY, AND HEALTH OF ITS WORKING PERSONNEL WHILE PERFORMING INSTALLATION/SERVICE WORK.				
3	SHIPPING AND HANDLING CHARGES F.O.B. DESTINATION	1	FRT	9,850.000	9,850.00
				TOTAL	994,850.00
	VENDOR REF: CODY CAIN CCAIN@ILLUMINA.COM				