

# AM06 - Texas A&M AgriLife Research Purchase Order

P.O. Date: 9/23/2016

Purchase Order Number

AM06-16-P032966

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

V E N D O R	Vendor Number: 00002041 Fisher Scientific LLC
	PO Box 404705 Atlanta, GA 303844705

S H I P T O	BIOCHEMISTRY & BIOPHYSICS - Melissa Kay Attn: BIOCHEMISTRY BLDG BICH 1507 RM 112 2128 TAMU COLLEGE STATION, TX 778432128 USA Email: MELISSAK@TAMU.EDU Phone: (979) 845-6848
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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.

B I L L T O	BIOCHEMISTRY & BIOPHYSICS AgriLife Administrative Services (AGSV) 436 578 John Kimbrough Blvd 2147 TAMU COLLEGE STATION, TX 77843 US Email: Apinvoices@ag.tamu.edu Phone: (979) 845-6848
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<p><b>Please login to Buy A&amp;M to retrieve attachments associated with the Purchase Order.</b></p> <p>Solicitation (Bid) No.: AM06-16-B000520</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 490-09

Sorvall LYNX 6000 Superspeed Centrifuges  
Catalog number: NC 75006590

Specifications:  
Capacity: 6 x 1000mL  
Max. Speed: 29,000rpm  
Amperage: 30A  
Temperature Range - Metric: -20 to +40 deg C  
Continuous Flow  
High Torque Brushless Motor  
Temperature accuracy: within 2 deg C

Warranty:  
1 Year warranty on unit  
3 Year warranty on drive  
5 Year warranty on refrigeration

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 23,335.65	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 46,671.30

Item # 2  
Class-Item 490-09

Bioflex HC Rotor 4x1L  
Catalog Number: NC 75003000

Bioflex High Capacity Stainless Steel Swinging Bucket Rotor with Aluminum Buckets 4x1000ML

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 3,410.05	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 3,410.05

Item # 3  
Class-Item 490-09

Bioflex HC Rotor 4x1L  
Catalog Number: NC 75003000

Bioflex High Capacity Stainless Steel Swinging Bucket Rotor with Aluminum Buckets 4x1000ML

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 3,410.05	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 3,410.05

Item # 4  
Class-Item 490-09

F21-8X50Y Fiberlite Rotor  
Catalog Number: NC 096-084275

F21-8X50Y Fiberlite Fixed Angle Superspeed Rotor, 8X50ML

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 2,112.60	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 4,225.20

Item # 5  
Class-Item 490-09

F14-14X50CY Fiberlite Rotor  
Catalog Number: NC 096-145075 BK

F14-14X50CY Fiberlite Fixed Angle Superspeed Rotor 14X50ML

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 2,631.65	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 5,263.30

Item # 6  
Class-Item 938-62

Extended Warranty for Centrifuges  
Catalog Number: NC WPCEN40 BK

Plan includes priority technical support, unlimited phone support, on-site repair, unlimited parts, labor, and travel for repairs, email support and annual maintenance visit.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
4.00	\$ 0.01	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.04

Item # 7

**TERMS AND CONDITIONS OF PURCHASE**

VENDOR'S ACCEPTANCE OF THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED WITHIN PROVISTA CONTRACT NUMBER MR91000, AS ALLOWED BY THE LAWS OF THE STATE OF TEXAS. SAID TERMS AND CONDITIONS ARE THE OFFICIAL TERMS AND CONDITIONS OF THIS PURCHASE. THESE SUPERSEDE ANY OTHER TERMS AND CONDITIONS ISSUED BY THE VENDOR.

**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.

**TERMS OF PAYMENT:**

NET 30 DAYS UPON RECEIPT AND ACCEPTANCE OF ITEM OR RECEIPT OF CORRECT INVOICE, WHICHEVER IS LATER.

THIS PURCHASE ORDER ENCOMPASSES ALL OF THE SPECIFICATIONS AND TERMS & CONDITIONS OF THE ORIGINAL BID, #AM06-16-B000520.

TAX: \$ 0.00  
 FREIGHT: \$ 0.00  
 TOTAL: \$ 62,979.94

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.

**APPROVED**

By: ALLANA (NOEL) MASON

Email: anmason@ag.tamu.edu

Phone#: (979) 845-4513

**BUYER**

The Terms and Conditions of the State shall prevail.

**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.

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

## Tullina Wilson

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**From:** Kaster, Benjamin C. <benjamin.kaster@thermofisher.com>  
**Sent:** Monday, August 08, 2016 1:36 AM  
**To:** AgriLife Bids  
**Cc:** Noel Mason  
**Subject:** Fisher Bid for AM06-16-B000520  
**Attachments:** Quote Mason 8-8-16.pdf; AM06-16-B000520 (2)-signed.pdf

To Whom it may concern,

Attached is the Fisher Scientific quote for the Bid in the subject line. Please let me know if you have any questions or if there's anything else need. Noel, Please let me know if there's anything else you need from me.

Kind Regards,

**Benjamin C. Kaster, Ph.D.**  
Sales Representative  
Fisher Scientific

Thermo Fisher Scientific  
4951 Langdon Rd, Suite 170| Dallas, TX 75241  
Mobile: +1 (979) 446-9272  
[benjamin.kaster@thermofisher.com](mailto:benjamin.kaster@thermofisher.com) | [www.fishersci.com](http://www.fishersci.com)

Don't Just Do More,  
Save More: Up to 50% OFF  
Shop Now ▶





Authorized Signature

Benjamin Kaster

Print or Type Name

Sales Representative 8/8/16

Title

Date

Fisher Scientific LLC

Company Name

PO Box 404705

Address

Atlanta GA 30384-4705

City

State

Zip

979-446-9272

Phone

Fax

00002041

Vendor ID Number

DUNS Number (If Available)

**Administrative Services**

2147-TAMU  
College Station, TX 77843-2147  
Tel. 979-845-0839 | Fax. 979-458-1217 | agrilifeas.tamu.edu



July 25, 2016

**TO BIDDER:**

**Transmitted herewith is an Invitation For Bid # AM06-16-B000520.** To submit a bid, please login to our e-procurement system, Buy A&M (<https://buy.tamus.edu/bsol/login.sdo>). Vendors may view this bid by clicking on "Open Bids" and selecting the bid number. To respond online, your company's login ID and password is needed. In the event that your company does not have a login, you may complete the registration process at <https://buy.tamus.edu/bsol/external/fidCheck.jsp>.

While electronic submission is the preferred solicitation response method, mailed, hand delivered, facsimile (979-458-1217) and email ([bids@ag.tamu.edu](mailto:bids@ag.tamu.edu)) bids will be accepted if received prior to the bid opening date and time. If submitting a bid through the mail, hand delivery, fax, or email, please complete the Invitation For Bid form and return it to the Texas A&M AgriLife Purchasing Department by the bid opening date and time. In the lower left hand corner of the sealed bid envelope, please show the bid invitation number and the bid opening date.

*Bids must be submitted on the Texas A&M AgriLife Purchasing Department's Invitation for Bid form or through our e-procurement system, Buy A&M. Please read the terms and conditions carefully. If not submitting bid electronically through Buy A&M, the Vendor Information page must be signed and dated to be considered. Please enter your company name/address and your State of Texas vendor identification number on the Vendor Information page of the Invitation for Bid. If you do not have one, enter your federal taxpayer identification number or your social security number. Bids will be opened at the time stated on the enclosed form. Bidders and/or their representative may attend the bid opening if desired. Please note: The bid opening will be held at 578 John Kimbrough Blvd. Room #419, College Station, Texas 77843. Paid visitor parking is located in the first row of Lot 97.*

After the bids have been evaluated, the awarded vendor will be issued a Buy A&M purchase order. In order to retrieve a purchase order through this system, you must be fully registered.

**Mailing Address for Bids:**

**Texas A&M AgriLife Purchasing Department  
2147 TAMU  
College Station, TX 77843-2147**

**Physical Address for Bids: (for Fed Ex, UPS, hand delivery, etc.)**

**Texas A&M AgriLife Purchasing Department  
578 John Kimbrough Blvd., Room #419  
College Station, TX 77843**

If you would like additional information concerning our purchasing procedures, please contact:

Noel Mason, CTPM  
Buyer II  
Texas A&M AgriLife Administrative Services  
Purchasing Department  
979-845-4513 979-458-1217 (fax)  
[anmason@ag.tamu.edu](mailto:anmason@ag.tamu.edu)

**TEACHING**

Texas A&M University  
College of Agriculture & Life Sciences

**RESEARCH**

Texas A&M AgriLife Research

**EXTENSION**

Texas A&M AgriLife Extension Service

**SERVICE**

Texas A&M Forest Service  
Texas A&M Veterinary  
Medical Diagnostic Laboratory

# The Texas A&M University System

ORGANIZATION		DEPARTMENT	
Organization	AM06 - Texas A&M AgriLife Research	Department	06BCBP
Address	600 John Kimbrough Boulevard #509 College Station, TX 77843	Bill-to-Address	AgriLife Administrative Services (AGSV) 436 578 John Kimbrough Blvd 2147 TAMU COLLEGE STATION, TX 77843
Purchaser	ALLANA (NOEL) MASON	Ship-to-Address	BIOCHEMISTRY BLDG BICH 1507 RM 112  2128 TAMU COLLEGE STATION, TX 778432128
Info Contact			

BID INFORMATION			
Description	Laboratory Equipment		
Bulletin Desc.			
Bid Number	AM06-16-B000520	Bid Opening Date	08/08/2016 3:00 PM
Bid Type	Open Market	Type Code	Invitation for Bid
Alternate Id	49003AE	Fiscal Year	2016
		Available Date	07/25/2016 11:26 AM
Pre-Bid Conference			
Attachments	07-07-16 Invitation For Bid Terms.pdf		

AMENDMENTS		
Amendment No.	Amendment Date	Amendment Notes
1	07/28/2016 3:18 PM	<p>Item 1 1. Description changed from "Superspeed/High Speed Centrifuges</p> <p>Specifications similar to ThermoScientific Lynx6000 or Beckman Avanti JXN-26 models</p> <ul style="list-style-type: none"> <li>- To be purchased as a package with rotors listed in items 2, 3, 4</li> <li>- Password protection to allow user access required</li> <li>- Prefer compatability with rotors that can be released from centrifuge spindle with lid intact for biosafety reasons</li> <li>- Max Speed approximately 26,000 rpm or greater</li> <li>- Capacity: approximately 6 x 1000mL (6L)</li> </ul> <p>The following rotors (items 2-5) MUST be compatible with centrifuges being bid in item # 1." to "Superspeed/High Speed Centrifuges</p> <p>Specifications similar to ThermoScientific Lynx6000 or Beckman Avanti JXN-26 models</p> <ul style="list-style-type: none"> <li>- To be purchased as a package with rotors listed in items 2, 3, 4</li> <li>- Password protection to allow user access required</li> <li>- Prefer compatability with rotors that can be released from centrifuge spindle with lid intact for biosafety reasons</li> <li>- Max Speed approximately 26,000 rpm or greater</li> <li>- Capacity: approximately 6 x 1000mL (6L)</li> </ul> <p><b>** If bidding other models than specified, note that they must serve a wide range of applications in a single instrument. **</b></p> <p>The following rotors (items 2-5) MUST be compatible with centrifuges being bid in item # 1." Item 7 1. Item 7 cancelled. Item 8 1. Item 8 cancelled. Item 9 1. Item 9 cancelled. Item 10 1. Item 10 cancelled. Item 11 1. Item 11 cancelled. Item 14 1. Item 14 added.</p>

ITEMS					
Item	Description	Quantity	Unit	Unit Price	Total
14.000	Bid may be awarded in whole or in part, if determined to be in the best interest of the agency.	0.00			
1.000	Superspeed/High Speed Centrifuges	2.00	EA		
	Specifications similar to ThermoScientific Lynx6000 or Beckman Avanti JXN-26 models				

# The Texas A&M University System

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
	<ul style="list-style-type: none"> <li>- To be purchased as a package with rotors listed in items 2, 3, 4</li> <li>- Password protection to allow user access required</li> <li>- Prefer compatability with rotors that can be released from centrifuge spindle with lid intact for biosafety reasons</li> <li>- Max Speed approximately 26,000 rpm or greater</li> <li>- Capacity: approximately 6 x 1000mL (6L)</li> </ul> <p>** If bidding other models than specified, note that they must serve a wide range of applications in a single instrument. **</p> <p>The following rotors (items 2-5) MUST be compatible with centrifuges being bid in item # 1.</p>				
2.000	<p>Rotor for Superspeed/High Speed centrifuges</p> <p>Must have specifications similar to BIOFlex HC swinging bucket rotor for Lynx centrifuge or Beckman JLA-8. 1000 for Avanti centrifuge</p> <ul style="list-style-type: none"> <li>- Preference is a swinging rotor</li> <li>- Must hold bottles with 1 liter capacity</li> </ul>	1.00	EA		
3.000	<p>Rotor for Superspeed/High Speed Centrifuges</p> <p>Specifications similar to BIOFlex HC swinging bucket rotor for Lynx centrifuge or Beckman JLA-10.500 for Avanti centrifuge</p> <ul style="list-style-type: none"> <li>- Preference is a swinging rotor</li> <li>- Must hold bottles with 1 liter capacity</li> </ul>	1.00	EA		
4.000	<p>Rotors for Superspeed/High Speed Centrifuges</p> <p>Specifications similar to carbon fiber rotor ThermoScientific Fiberlite F21-8x50Y or Beckman JA-25.50 Fixed angle, Round-bottom tubes</p>	2.00	EA		
5.000	<p>Rotors for Superspeed/High Speed Centrifuges</p> <p>Specifications similar to carbon fiber rotor ThermoScientific Fibrelite 14-14x50CY or Beckman JA-14.50, fixed angle, conical tubes</p>	2.00	EA		
6.000	<p>Extended Warranties for Centrifuges, 2 x1 year</p> <p>Extended warranties MUST begin on the day that the manufacturer's warranty ends. This anniversary date is tied to the date of INSTALLATION of the centrifuges by the manufacturer's representative, and NOT the date of shipping NOR receipt of the boxes.</p>	4.00	EA		
7.000	<p><del>Centrifuges</del></p> <p><del>Specifications similar to ThermoScientific Lynx 6000 or Beckman Avanti JSN-26 models</del></p> <ul style="list-style-type: none"> <li><del>-To be purchased as a package with rotors listed in items 8, 9 and 10.</del></li> <li><del>-Password protection to allow user access required</del></li> <li><del>-Prefer compatability with rotors that can be released from centrifuge spindle with lid intact for biosafety reasons</del></li> </ul> <p>The following rotors (items 8-10) MUST be compatible with centrifuges being bid in item # 7.</p>	2.00	EA		
8.000	<p><del>Rotors for Centrifuge</del></p> <p><del>Specifications similar to BIOFlex HC swinging bucket rotor for Lynx centrifuge or Beckman JLA-8.1000 for Avanti centrifuge</del></p> <ul style="list-style-type: none"> <li><del>-Preference is a swinging rotor</del></li> <li><del>-Must hold bottles with 1 liter capacity</del></li> </ul>	2.00	EA		
9.000	<p><del>Rotors for Centrifuge</del></p>	2.00	EA		



# The Texas A&M University System

Item	Description	Quantity	Unit	Unit Price	Total
40.000	Specifications similar to carbon fiber rotor ThermoScientific Fiberlite F14-14X50GY or Beckman JA-14.50 - Carbon filter, fixed angle conical tubes Rotor for Centrifuge	4.00	EA		
41.000	Specifications similar to carbon fiber rotor ThermoScientific Fiberlite F21-8x50Y or Beckman JA-25.50 - Carbon fiber, fixed angle, round bottom tubes Extended Warranties for Centrifuges, 2 x 1 year	4.00	EA		
12.000	Shipping and Handling - FOB Destination	1.00	EA		
13.000	NOTICE TO BIDDERS: WHERE TERMS AND CONDITIONS DIFFER FROM AGENCY'S (TAMUS) TERMS AND CONDITIONS THE AGENCY'S (TAMUS) TERMS AND CONDITIONS SHALL SUPERCEDE AND BE ENFORCABLE ONLY TO THE EXTENT ALLOWABLE BY THE LAWS OF THE STATE OF TEXAS.	0.00			

ANY CONTRACT RESULTING FROM THIS BID SOLICITATION SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

**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.

**TERMS OF PAYMENT:**

NET 30 DAYS UPON RECEIPT AND ACCEPTANCE OF ITEMS OR RECEIPT OF CORRECT INVOICE, WHICHEVER IS LATER.

**QUESTIONS DEADLINE:**

ANY QUESTIONS SHOULD BE ADDRESSED IN WRITING TO:

NOEL MASON 979/845-4513  
FAX, 979/458-1217  
E-MAIL, ANMASON@AG.TAMU.EDU

ALL QUESTIONS MUST BE RECEIVED ON OR BEFORE AUGUST 1ST AT 3:00 PM CENTRAL TIME. WHEN DEEMED APPROPRIATE BY THE AGENCY, QUESTIONS WILL BE ANSWERED BY BID ADDENDUM.

BIDDERS PLEASE NOTE: TEXAS A&M AGRILIFE RESEARCH RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, TO WAIVE INFORMALITIES AND TECHNICALITIES, TO ACCEPT THE OFFER CONSIDERED MOST ADVANTAGEOUS AND AWARD THE BID BASED ON BEST VALUE CRITERIA. IN DETERMINING WHAT IS THE BEST VALUE TO THE AGENCY

# The Texas A&M University System

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
	1) PURCHASE PRICE.				
	2) THE PRODUCT'S ABILITY TO MEET THE CRITERIA AS STATED IN THE SPECIFICATIONS.				
	3) THE QUALITY OF THE VENDOR'S GOODS OR SERVICES.				
	4) THE EXTENT TO WHICH THE GOODS OR SERVICES MEET THE AGENCY'S NEEDS.				
	5) THE VENDOR'S PAST RELATIONSHIP WITH THE AGENCY.				
	6) THE TOTAL LONG-TERM COST TO THE AGENCY IN ACQUIRING THE VENDOR'S GOOD OR SERVICES.				
	7) THE DELIVERY TIME.				
	8) THE REPUTATION/REFERENCES OF THE VENDOR AND THE VENDOR'S GOODS OR SERVICES.				
	9) ANY OTHER RELEVANT FACTOR THAT A PRIVATE BUSINESS ENTITY MIGHT CONSIDER IN SELECTING A VENDOR.				

\*\*If bidding other than approved brands referenced in the line items, please submit specification literature on brand and models being bid.\*\*



**Fisher Scientific**

Part of Thermo Fisher Scientific

To: ALLANA MASON

Date: 08/08/2016

Message: PRICING BASED ON PROVISTA AGREEMENT MR91000

SHIPPING CHARGES WAIVED.

# Sales Quotation

Quote Nbr	Creation Date	Due Date	Page
6221-8652-45	08/08/2016		1 of 2
Payment Terms		Delivery Terms	
NET 30 DAYS		QOT	
Valid To		Prepared By	
09/07/2016		KASTER, BENJAMIN	
Customer Reference		Sales Representative	
QUOTE/AM06-16-B000520		BENJAMIN KASTER	
To place an order	Ph: 800-766-7000	Fx: 800-926-1166	
Submitted To:		Customer Account: <b>826341-003</b>	
ALLANA MASON BENJAMIN.KASTER@THERMOFISHER.COM  979-845-4513		TEXAS A & M UNIVERSITY 2128 TAMU RM 112 BIOCHEM/BIOPHYS BLDG 1507 COLLEGE STATION TX 77843-0001	



Part of Thermo Fisher Scientific

FISHER SCIENTIFIC COMPANY LLC  
4500 TURNBERRY DRIVE  
HANOVER PARK IL 60133-5491

PLEASE REFER TO THE QUOTE NUMBER ON ALL CORRESPONDENCE

THANK YOU FOR YOUR INTEREST IN FISHER SCIENTIFIC COMPANY LLC

FOR COMPLETE TERMS AND CONDITIONS VISIT OUR WEBSITE AT

[www.fishersci.com/salesterms](http://www.fishersci.com/salesterms)

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	2	EA	NON-CATALOG	THERMO SCI SORVALL LYNX6000 Vendor Catalog # NC 75006590 COMMENTS: 1 YEAR WARRANTY ON UNIT, 3 YEARS ON DRIVE, AND 5 YEARS ONREFRIGERATION.	23,335.65	46,671.30
2	2	EA	NON-CATALOG	BIOFELX HC ROTOR 4X1L Vendor Catalog # NC 75003000 COMMENTS: BIOFLEX HC ('HIGH CAPACITY') STAINLESS STEEL SWINGING BUCKET ROTOR W/ ALUMINUM BUCKETS. 4X1000ML	3,410.05	6,820.10
3	2	EA	NON-CATALOG	F21-8X50Y FIBERLITE ROTOR Vendor Catalog # NC 096-084275 COMMENTS: F21-8X50Y FIBERLITE FIXED ANGLE SUPERSPEED ROTOR, 8X50ML	2,112.60	4,225.20
4	2	EA	NON-CATALOG	F14-14X50CY FIBERLITE ROTOR Vendor Catalog # NC 096-145075 BK COMMENTS: F14-14X50CY FIBERLITE FIXED ANGLE SUPERSPEED ROTOR 14X50ML	2,631.65	5,263.30
5	2	EA	NON-CATALOG	WARRANTY PLUS - CENTRIFUGE Vendor Catalog # NC WPCEN40 BK COMMENTS: PRICING SHOWN IS PER YEAR. EXTENED WARRANTY FOR ONE UNIT.PLAN INCLUDES PRIORITY TECH SUPPORT; UNLIMITED PHONE SUPPORT; ON-SITE REPAIR; UNLIMITED PARTS, LABOR, AND TRAVEL FOR FOR REPARIS; EMAIL SUPPORT; ANNUAL MAINTENANCE VISIT.	.01	.02
6	2	EA	NON-CATALOG	WARRANTY PLUS - CENTRIFUGE Vendor Catalog # NC WPCEN40 BK	.01	.02

# Sales Quotation



Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
6221-8652-45	QUOTE/AM06-16-B000520	2 of 2

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
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COMMENTS: PRICING SHOWN IS PER YEAR. EXTENDED WARRANTY FOR ONE UNIT.

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MERCHANDISE TOTAL

62,979.94

**NOTES:**

Returns are subject to manufacturer terms and conditions.

We now offer highly competitive financing with low monthly payments. Please contact your local sales representative for more information.

Tell us about your recent customer service experience by completing a short survey. This should take no longer than three minutes. Enter the link into your browser and enter the passcode: USA-PGH-CS2

<http://survey.medallia.com/fishersci>

**ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID**  
**ANY EXCEPTIONS THERETO MUST BE IN WRITING**

The following are the terms and conditions for Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, and Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL), hereafter referred to as the Agency.

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**1. BIDDING REQUIREMENTS**

- 1.1. Bidders must comply with all rules, regulations, and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2. Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit prices shall govern in the event of extension errors. Bidder guarantees product or service offered will meet or exceed specifications included as part of this Invitation for Bid (IFB). If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.3. Bid Submission
  - 1.3.1. Bids are requested to be submitted via Buy A&M (BAM) to facilitate bid notifications, notification of addenda, submission of bid responses and issuance of purchase orders (POs) from the Texas A&M University System (TAMUS). Vendors must be registered in Buy A&M to fully utilize the system. For step by step instructions on how to register, go to the following link: <http://assets.system.tamus.edu/files/famis/pdf/TAMUSVendorRegistration.pdf>.
  - 1.3.2. Bids may also be submitted on this form via mail, fax, or email. Each bid that is mailed should be placed in a separate envelope completely and properly identified. Bidder should show opening date and bid invitation number on the fax coversheet, subject line of email, or the lower left hand corner of the sealed envelope. Please show return address of company. Bids must be received by the Agency on or before the hour and date specified for the bid opening.
  - 1.3.3. Bids submitted manually must include a completed vendor information page providing Vendor ID Number, full name, email address, and mailing address of bidder. Failure to sign vendor information page will disqualify response. Person signing bid should show title or authority to bind his or her firm in a contract.
  - 1.3.4. When sending bids via the U.S. Postal Service, send to Texas A&M AgriLife Purchasing, 2147 TAMUS, College Station, TX 77843-2147. When using a delivery service or hand delivering, which requires a street address, address is Administrative Services Building, 578 John Kimbrough Blvd., Room #419, Texas A&M University, College Station, TX 77843-2147.
  - 1.3.5. Bids may also be emailed to [bids@ag.tamu.edu](mailto:bids@ag.tamu.edu).
  - 1.3.6. The telephone number for fax submission of bids is 979-458-1217. This is the only number that will be used for the receipt of bids. The Agency shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.
- 1.4. Late or unsigned bids will not be considered under any circumstances.
- 1.5. Bids should be quoted "F.O.B. destination, freight prepaid and allowed". If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.
- 1.6. Bid prices are requested to be firm for the Agency's acceptance within 30 days of the bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discount will not be considered in determining an award. All cash discounts will be taken if earned.
- 1.7. Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed by bidder or authorized agent of bidder. No bid can be withdrawn after opening time without approval by the Agency based on a written acceptable reason.
- 1.8. Purchases made for the Agency's use are exempt from the State Sales Tax and Federal Excise Tax. Do not include tax in bid. Excise Tax Exemption Certificate will be furnished by the Agency upon request.
- 1.9. The Agency reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the Agency and to reject any and all bid items at the sole discretion of the Agency. The Agency also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the Agency. Any contract may also be extended up to three months at the sole discretion of the Agency.
- 1.10. Consistent and continued tie bidding could cause rejection of bids by the Agency and/or investigation for antitrust violations.
- 1.11. Check below if preference is claimed under Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter C, §20.38:
  - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
  - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
  - Agricultural products grown in Texas
  - Agricultural products offered by a Texas bidder
  - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
  - Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
  - Texas vegetation native to the region
  - USA produced supplies, materials, or equipment
  - Products of persons with mental or physical disabilities
  - Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
  - Energy efficient products
  - Rubberized asphalt paving material

- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or reused computer equipment of other manufacturers
- Foods of higher nutritional value

1.12. Inquiries pertaining to IFBs must include the IFB number and opening date.

## 2. SPECIFICATIONS

- 2.1. Any catalog, brand name, or manufacturer's reference used in the IFB is descriptive only (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered unless otherwise specified. If bidding other than specified, bid should show manufacturer, brand or trade name, and other description of the product offered. If brand(s) other than specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. If bidder takes an exception to specifications or reference data in his or her bid, bidder will be required to furnish brand names, numbers, etc., as specified in the IFB.
- 2.2. All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Oral agreements to the contrary will not be recognized.
- 2.3. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4. Samples, when requested, must be furnished free of expense to the Agency. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and the Agency bid number. Do not enclose in or attach bid to sample.
- 2.5. The Agency will not be bound by any oral statement or representation contrary to the written specifications of this IFB.
- 2.6. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

## 3. TIE BIDS

In case of tie bids, the award will be made in accordance with Rule §20.36 (b) (3) in Title 34 of the Texas Administrative Code.

## 4. DELIVERY

- 4.1. Bid should show number of days required to place material in receiving Agency's designated location under normal conditions. Failure to state delivery time obligates supplier to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded.
- 4.2. If delay is foreseen, supplier shall give written notice to the Agency. Bidder must keep the Agency advised at all times of the status of the order. The Agency has the right to extend delivery date if reasons appear valid. 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 Agency reserves the right to purchase specified supplies elsewhere, and charge the full increase in price, cost of handling, and rebidding, if any, to the vendor.
- 4.3. No substitutions or cancellation permitted without written approval of the Agency.
- 4.4. Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the Agency.

## 5. INSPECTIONS AND TESTS

All goods will be subject to inspection and test by the Agency to the extent practicable at all times and places. Authorized Agency personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the bidder. Goods which have been delivered and rejected in whole or in part may, at the Agency's option, be returned to the bidder or held for disposition at bidder's risk and expense. Latent defects may result in revocation of acceptance.

## 6. AWARD OF CONTRACT

A response to an IFB is an offer to contract with the Agency based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Texas Education Code, Title 3, Chapter 51, §51.9335, shall also be considered in making an award when specified. Any legal actions must be filed in Brazos County, TX.

## 7. PAYMENT

Vendor shall submit one copy of an itemized invoice showing order number and Agency purchase order number. Please note: If the invoice is not addressed as instructed, payment will be delayed. The Agency will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. All payments will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

**8. PATENTS OR COPYRIGHTS**

Vendor shall indemnify and hold harmless the Agency, and /or Agency employees, agents, representatives, contractors, assignees, and/or designees from any and all third party claims involving infringement of patents or copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the performances or actions of vendor pursuant to any awarded contract.

**9. BIDDER ASSIGNMENTS**

Bidder hereby assigns to the Agency any and all claims for overcharges associated with any resulting contract which arise under the antitrust laws of the United States 15 U.S.C.A. §1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Texas Business and Commerce Code Ann. §15.01, et seq. (1967).

**10. BIDDER AFFIRMATION**

Signing this IFB with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 10.1. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted IFB.
- 10.2. The bidder is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
- 10.3. Under §2155.004, Texas Government Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. Section 2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.
- 10.4. Pursuant to 15 U.S.C., §1, et seq. and Texas Business and Commerce Code §15.01, et seq. neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation, or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly to bid made to any competitor or any other person engaged in such line of business.
- 10.5. The bidder shall defend, indemnify, and hold harmless the Agency, all of its officers, agents, contractors, and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of vendor or any agent, employee, subcontractor, or supplier of vendor in the execution or performance of any contract with vendor resulting from this IFB. Bidder shall coordinate its defense with Texas Attorney General as requested by the Texas A&M University System, Office of the General Counsel. This section is not intended to and shall not be construed to require bidder to indemnify or hold harmless the State or Agency for any claims or liabilities resulting from the negligent acts or omissions of the Agency or its employees.
- 10.6. Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 10.7. In accordance with §2155.4441, Texas Government Code, bidder agrees that during the performance of a contract for services, it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 10.8. Pursuant to §2262.003 of the Texas Government Code, the State Auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the State directly under any resulting contract or indirectly through a subcontract under any resulting contract. The acceptance of funds by the vendor or any other entity or person directly under any resulting contract or indirectly through a subcontract under any resulting contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the vendor or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.
- 10.9. Bidder certifies that they are in compliance with §669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency. If §669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

**Name of Former Executive:** \_\_\_\_\_  
**Name of State Agency:** \_\_\_\_\_  
**Date of Separation from State Agency:** \_\_\_\_\_  
**Position with Bidder:** \_\_\_\_\_  
**Date of Employment with Bidder:** \_\_\_\_\_

- 10.10. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local government entity. Bidder certifies that the bidding entity is in compliance with the State of Texas statutes and rules relating to procurement, and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.



- 10.11. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Texas Government Code, relating to the prohibition of using state funds for lobbying activities.
- 10.12. Sections 2155.006 and 2261.053, Texas Government Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Texas Government Code, occurring after September 24, 2005. Under §2155.006, Texas Government Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.
- 10.13. Bidder represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §8101-8106.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the bidder shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
- 10.14. Bidder represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it offers to provide to the Agency under this bid (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then vendor represents and warrants that it will, at no cost to the Agency, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty, or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that the vendor is unable to do so, then the Agency may terminate any resulting contract and vendor will refund to the Agency all amounts the Agency has paid under the purchase order within thirty (30) days after the termination date.

**11. NOTE TO BIDDERS**

If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in the bid and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bid may be disqualified from further consideration.

**12. TEXAS PUBLIC INFORMATION ACT**

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder. Pursuant to Texas Government Code, §552.021 and §552.023, individuals are entitled to request, receive, review, and correct information collected by the Agency related to the individual. To request information, please email [da-schneider@tamu.edu](mailto:da-schneider@tamu.edu) or call 979-847-5801.

- 12.1. Bidder 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 any resulting agreement, as well as any other disclosure of information required by applicable Texas law.
- 12.2. Upon the Agency's written request, bidder will provide specified public information exchanged or created under any resulting agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Agency in a non-proprietary format acceptable to the Agency. As used in this provision, "public information" has the meaning assigned §552.002, Texas Government Code, but only includes information to which Agency has a right of access.
- 12.3. Bidder acknowledges that the Agency is required to post a copy of the fully executed agreement on its Internet website in compliance with §2261.253(a)(1), Texas Government Code.

**13. TEXAS FAMILY CODE SECTION 231.006**

Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Texas Government Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

**14. PROTEST PROCEDURES**

Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in the Agency's rules <http://agrififeas.tamu.edu/files/2013/04/vendor-protests.pdf>.

## 15. NON-APPROPRIATION OF FUNDS

Any contract resulting from this IFB is subject to termination or cancellation, without penalty to the Agency, either in whole or in part, subject to the availability of federal or state funds. The Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If the Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render the Agency's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. Additionally, any federally funded purchases may also be terminated for the same reasons. In the event of a termination or cancellation under this Section, the Agency will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation, and the Agency will not be required to give prior notice.

## 16. FORCE MAJEURE

Neither bidder nor Agency shall be liable to the other for any delay in, or failure of performance of, any requirement included in any contract resulting from this IFB caused by Force Majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force Majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and, that by exercise of due foresight, such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such Force Majeure, or otherwise waive this right as a defense.

## 17. CONFLICT OF INTEREST

An Agency employee may not have an interest in, or in any manner be connected with, a contract or bid for a purchase of goods or services by an agency of the State; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the Agency must be mindful of these restrictions when interacting with public purchasers of the Agency.

## 18. INDEPENDENT CONTRACTOR

Bidder or bidder's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any contract resulting from this IFB. Bidder and bidder's employees, representatives, agents and any subcontractors shall not be employees of the Agency. Should bidder subcontract any of the services required in this IFB, bidder expressly understands and acknowledges that in entering into such subcontract(s), the Agency is in no manner liable to any subcontractor(s) of bidder. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this IFB.

## 19. ALTERNATIVE DISPUTE RESOLUTION

Bidder must use the dispute resolution process provide in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under any resulting agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. Bidders must submit written notice of claim of breach of contract to the following:

Dr. David Lunt, Texas A&M AgriLife Research

Dr. Susan Ballabina, Texas A&M AgriLife Extension Service

Dr. Amy Swinford, Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL)

## 20. EXPORT CONTROL

Bidder agrees to comply with all applicable US Export Control laws and regulations to include the Export Administration Regulations (EAR), the International Traffic in Arms (ITAR) and any other applicable US export laws and regulations. As a research member of the Texas A&M University System, Texas A&M AgriLife typically does not take receipt of export controlled goods, technical data, services or technology ("materials") except as may be specifically agreed by Texas A&M AgriLife. Bidder agrees that it will not provide or make accessible to Texas A&M AgriLife any export controlled materials without first informing Texas A&M AgriLife of the export-controlled nature to the materials and obtaining from Texas A&M AgriLife its written consent to accept such materials as well as any specific instructions for delivering controlled materials to Texas A&M AgriLife. Bidder agrees to obtain government approval or export license if required from the appropriate US Government agency and to share that information with Texas A&M AgriLife prior to delivery of such materials.

**ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE PURCHASE**  
**ANY EXCEPTIONS THERETO MUST BE IN WRITING**

The following are the terms and conditions for Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, and Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL), hereafter referred to as the Agency.

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**1. VENDOR REQUIREMENTS**

- 1.1 Vendors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Vendor guarantees product or service offered will meet or exceed specifications included.
- 1.3 Purchases should be "F.O.B. destination, freight prepaid and allowed". However, if vendor quoted freight otherwise, then face of order should show exact delivery cost and who bears cost if not included in unit price.
- 1.4 Prices are firm for within 30 days of the offer. Cash discounts were not considered in determining the best value. All cash discounts will be taken if earned.
- 1.5 Purchases made for the Agency's use are exempt from the State Sales tax and Federal Excise tax. Excise Tax Exemption Certificate will be furnished by the Agency upon request.
- 1.6 The Agency reserves the right to accept or reject all or any part of any offer, waive minor technicalities and issue the purchase order to the vendor that best serves the interests of the State. Any contract may also be extended up to three (3) months at the sole discretion of the Agency.
- 1.7 Consistent and continued tie offers could cause rejection of offers by the Agency and/or investigation for antitrust violations.

**2. SPECIFICATIONS**

- 2.1 Any catalogue, brand name, or manufacturer's reference used is descriptive only (not restrictive), and is used to indicate type and quality desired. Therefore, offers of brands of like nature and quality were considered unless otherwise specified. Vendor will be required to furnish brand names, numbers, etc., as specified on the purchase order unless noted otherwise at time of offer.
- 2.2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 The Agency will not be bound by any oral statement or representation contrary to the terms and conditions of this purchase.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated.

**3. DELIVERY**

- 3.1 Order delivery time as shown on the face of the purchase order reflects the number of days required to place material in receiving agency's designated location under normal conditions. Failure of vendor to state delivery time obligates supplier to complete delivery in 14 calendar days.
- 3.2 If delay is foreseen, supplier shall give written notice to the Agency. The Agency has the right to extend delivery date if reasons appear valid. If the supplier 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 Agency reserves the right to purchase specified supplies elsewhere, and charge the full increase in price, cost of handling, and rebidding, if any, to the vendor.
- 3.3 No substitutions or cancellation permitted without written approval of the Texas A&M AgriLife Purchasing Department.
- 3.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the Agency.

**4. INSPECTION AND TESTS**

All goods will be subject to inspection and test by the Agency to the extent practicable at all times and places. Authorized Agency personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may, at the Agency's option, be returned to the supplier or held for disposition at supplier's risk and expense. Latent defects may result in revocation of acceptance.

**5. AWARD OF CONTRACT**

A response to an Invitation for Bid is an offer to contract with the Agency based upon the terms, conditions, and specifications contained herein. Offers do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed, and interpreted under the laws of the State of Texas.

**6. PAYMENT**

Supplier shall submit one copy of an itemized invoice showing order number and agency purchase order number. Please note: If the invoice is not addressed as instructed, payment will be delayed. The Agency will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services on an uncontested invoice. All payments will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

**7. PATENTS OR COPYRIGHTS**

The supplier agrees to protect the Agency from claims involving infringement of patents or copyrights.

**8. SUPPLIER ASSIGNMENTS**

Supplier hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Texas Business and Commerce Code Ann. Sec. 15.01, et seq. (1967).

**9. VENDOR AFFIRMATION**

By accepting this order, the vendor affirms any false statement is a material breach of contract and shall void the submitted quote or any resulting contracts, and the vendor shall be removed from all bid lists. By signature hereon affixed, the vendor hereby certifies that:

- 9.1 The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- 9.2 The vendor is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
- 9.3 Pursuant to Section 2155.004, Texas Government Code, relating to collection of state and local sales and use taxes, the vendor certifies that the individual or business entity named in this order is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 9.4 Neither the vendor nor the firm, corporation, partnership or institution represented by the vendor, or anyone acting for such firm, corporation, partnership or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 9.5 The vendor had not received compensation for participation in the preparation of the specifications for order.
- 9.6 The supplier shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of supplier or any agent, employee, subcontractor, or supplier of supplier in the execution or performance of this purchase order.
- 9.7 Vendor hereby agrees that any payments due under this contract will be applied towards any debt, including but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 9.8 Vendor certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with an executive of a state agency, Vendor represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, TVMDL, or any other state agency, was involved with or has any interest in this bid or any contract resulting from this bid. If vendor employs or has used the services of a former executive head of Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, TVMDL, or other state agency, then respondent shall provide the following information relating to contracting with an executive head of a state agency.

**Name of Former Executive:** \_\_\_\_\_  
**Name of State Agency:** \_\_\_\_\_  
**Date of Separation from State Agency:** \_\_\_\_\_  
**Position with Vendor:** \_\_\_\_\_  
**Date of Employment with Vendor:** \_\_\_\_\_

- 9.9 Vendor agrees to comply with Texas Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 9.10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.
- 9.11 Vendor represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it offers to provide to the Agency under this purchase order (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then vendor represents and warrants that it will, at no cost to the Agency, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that vendor is unable to do so, then the Agency may terminate this

Agreement and vendor will refund to the Agency all amounts the Agency has paid under this purchase order within thirty (30) days after the termination date.

#### 10. NOTE TO VENDORS

Any terms and conditions attached to a quote will not be considered unless the vendor specifically refers to them in the quote. WARNING: Such terms and conditions may result in disqualification of the quote, (e.g. quotes with the laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.).

#### 11. PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Pursuant to Texas Government Code, Sections 552.021 and 552.023, individuals are entitled to request, receive, review, and correct information collected by the Agency related to the individual. To request information, please email [da-schneider@tamu.edu](mailto:da-schneider@tamu.edu) or call 979-847-5801.

#### 12. TEXAS FAMILY CODE SECTION 231.006

Ineligibility to receive state grants or loans, or receive bids or payments on state contracts.

- 12.1 A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
  - (1) receive payments from state funds under a contract to provide property, materials, or services; or
  - (2) receive a state-funded grant or loan.
- 12.2 A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
  - (1) all arrearages have been paid; or
  - (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- 12.3 Pursuant to Section 231.006 (c), Family Code, quote should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the quote. Vendors that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied this requirement. If not pre-registered, attach name & Social Security number for each person. Otherwise this information must be provided prior to contract award.
- 12.4 Pursuant to Section 231.006, Family Code, re: child support, the vendor certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 12.5 If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- 12.6 If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the State for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74<sup>th</sup> Leg., ch. 20, Sec. 1, eff. April 20, 1995.  
Amended by Acts 1995, 74<sup>th</sup> Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

#### 13. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Agency, and the vendor to attempt to resolve any claim for breach of contract made by vendor:

- 13.1 Vendor's claim for breach of this contract, that the parties cannot resolve in the ordinary course of business, shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Texas Government Code. To initiate the process, vendor shall submit written notice, as required by Subchapter B, to:

**Dr. David Lunt, Texas A&M AgriLife Research**  
**Mr. Kyle Smith, Texas A&M AgriLife Extension Service**  
**Dr. Roger Parker, Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL)**

Said notice shall also be given to all other representatives of the Agency and vendor otherwise entitled to notice under the parties' contract. Compliance by vendor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.

- 13.2 The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Agency if the parties are unable to resolve their disputes under subparagraph (a) of this paragraph.
- 13.3 Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Agency, nor any conduct of any representative of the Agency thereafter, shall be considered a waiver of sovereign immunity to suit.
  - (1) The submission, processing, and resolution of vendor's claim is governed by the published rules as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended.
  - (2) Neither the occurrence of an event, nor the pendency of a claim, constitutes grounds for the suspension of the performance by vendor, in whole or in part.

- (3) The designated individual responsible on behalf of the Agency for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of the Texas Government Code shall be Dr. David Lunt (Research) / Mr. Kyle Smith (Extension) / Dr. Roger Parker (TVMDL).

#### **14. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS**

As required by 1 Texas Administrative Code, Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only):

- 14.1 Effective September 1, 2006, the Agency shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Texas Administrative Code, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- 14.2 Vendor shall provide the Agency with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Agency with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.