

# PURCHASE ORDER

**THE TEXAS A&M UNIVERSITY SYSTEM  
HEALTH SCIENCE CENTER**

**VENDOR**

200 Technology Way, Suite 2079, College Station, Texas 77845-3424; Phone 979-436-9219, FAX 979-436-0074

Order Date

06/26/2017

Page

01

Include PO number on all Correspondence and packages	
P700115	23

**VENDOR GUARANTEES  
MERCHANDISE DELIVERED ON  
THIS ORDER WILL MEET OR  
EXCEED SPECIFICATIONS IN THE  
BID INVITATION.**

<b>VENDOR</b>
<p>*****3160 CT BIOMEDICAL SUPPLY INC 722 ARMSTRONG BLVD COPELL, TX 75019</p>
CAU - W - \$

**ALL TERMS AND  
CONDITIONS SET  
FORTH IN THE  
BID INVITATION  
BECOME A PART  
OF THIS ORDER.**

<b>INVOICE (IN DUPLICATE) TO AGENCY BELOW</b>
<p>TEXAS A&amp;M HEALTH SCIENCE CTR CIADM ATTN: SHARON MOORE CLINICAL BUILDING 1 8441 RIVERSIDE PKWY STE 3200 BRYAN TX 77807</p>
<b>SHIP TO:</b>
<p>TEXAS A&amp;M HEALTH SCIENCE CTR LVVF 3939 BIOMEDICAL WAY ATTN: TRAVIS SADOWSKI COLLEGE STATION TX 77845</p>

ANY EXCEPTION TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY  
HUB & PROCUREMENT SERVICES PRIOR TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS  
INSTRUCTED PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
SAK	<p>USER REF: 486000-02330</p> <p>PAYMENT TERMS: NET 30 THE TEXAS-A&amp;M HEALTH SCIENCE CENTER WILL INCUR NO LATE PAYMENT PENALTY IF PAYMENT IS MADE WITHIN THIRTY (30) DAYS FROM RECEIPT OF GOODS OR SERVICES AND AN UNCONTESTED INVOICE.</p> <p>BY ACCEPTANCE OF THIS PURCHASE ORDER, VENDOR AGREES TO ALL TEXAS A&amp;M UNIVERSITY TERMS AND CONDITIONS LOCATED AT THE FOLLOWING URL: PURCHASING.TAMU.EDU/MEDIA/123743/BIDTAMU.PDF</p> <p>IN THE EVENT OF A CONFLICT BETWEEN THE PARTIES' TERMS AND CONDITIONS, VENDOR SPECIFICALLY AGREES TO BE BOUND BY THE LAWS OF THE STATE OF TEXAS.</p> <p>REF: QUOTE # 8030415264 REF: E&amp;I CNT # CNR01163/C2441851 E&amp;I CUST # 4839</p> <p>THIS PURCHASE ORDER, E&amp;I COOPERATIVE CONTRACT CNR01163, VENDOR QUOTES REFERENCED ABOVE, AND FAR FLOW DOWN PROVISIONS, ATTACHMENT A, SHALL BE INSTRUMENTS OF CONTRACT BY AND BETWEEN THE TEXAS A&amp;M UNIVERSITY HEALTH SCIENCE CENTER, VWR INTERNATIONAL AND IT'S PARTNER, CT BIOMEDICAL SUPPLY, INC.</p> <p>CONTRACT RIDER: VWR INTERNATIONAL AND DESIGNATED SUPPLIER, CT BIOMEDICAL SUPPLY, INC. (VENDOR), ACKNOWLEDGE THAT THE WORK AND SERVICES BEING PERFORMED UNDER THIS PURCHASE ORDER ARE FOR THE BENEFIT OF TEXAS A&amp;M UNIVERSITY</p>				

**FOB: DESTINATION FRT INCLUDED**

The Texas A&M University System Health Science Center cannot accept collect freight shipments.

**Terms:**

**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 elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. Neither substitutions nor cancellations permitted without prior approval.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes

**STATE AND CITY SALES TAX EXEMPTIONS CERTIFICATE:** The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309(4), 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 State of Texas. The Terms and Conditions of the State of Texas shall prevail.

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

  
 PURCHASING AGENT FOR  
 THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER

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TEXAS A&M HEALTH SCIENCE CTR CIADM ATTN: SHARON MOORE CLINICAL BUILDING 1 8441 RIVERSIDE PKWY STE 3200 BRYAN TX 77807
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VENDOR
*****3160 CT BIOMEDICAL SUPPLY INC 722 ARMSTRONG BLVD COPPELL, TX 75019
CAU - W - \$

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Item	Description	Quantity	UOM	Unit Price	Ext Price
SAK	<p>HEALTH SCIENCE CENTER AND FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC (FDBT). IN ADDITION, VENDOR HEREBY ACKNOWLEDGES AND AGREES THAT FDBT IS AN EXPRESSLY INTENDED THIRD-PARTY BENEFICIARY OF THE PURCHASE ORDER. VENDOR AGREES THAT FDBT'S STATUS AS INTENDED THIRD-PARTY BENEFICIARY DOES NOT CONSTITUTE OR CREATE A CONTRACTUAL RELATIONSHIP BETWEEN FDBT, ON ONE HAND, AND VENDOR, ON THE OTHER HAND, AND DOES NOT ALLOW VENDOR TO ENFORCE THE PURCHASE ORDER DIRECTLY AGAINST FDBT. HOWEVER, VENDOR AGREES THAT FDBT, AS AN INTENDED THIRD-PARTY BENEFICIARY, SHALL BE ENTITLED TO FULL AND DIRECT PERFORMANCE FROM VENDOR OF THE PURCHASE ORDER AND ALL WARRANTIES PROVIDED THEREIN. SPECIFICALLY, IN THIS REGARD, VENDOR ACKNOWLEDGES AND AGREES THAT VENDOR SHALL BE DIRECTLY AND FULLY RESPONSIBLE TO FDBT FOR THE WORK AND SERVICES PROVIDED BY VENDOR UNDER THE PURCHASE ORDER AND FOR ALL NON-CONFORMITIES, DEFECTS OR DEFICIENCIES IN SUCH WORK AND SERVICES PROVIDED BY VENDOR IN ACCORDANCE WITH THE TERMS OF THE PURCHASE ORDER. IN ADDITION, VENDOR HEREBY AGREES THAT ALL INSURANCE COVERAGES PROCURED BY VENDOR UNDER THE PURCHASE ORDER SHALL INCLUDE AND RUN TO THE BENEFIT OF FDBT TO THE SAME EXTENT AS TEXAS A&amp;M UNIVERSITY HEALTH SCIENCE CENTER.</p> <p>VENDOR MAY NOT AMEND, MODIFY, RETRACT, OR TERMINATE SUCH STATUS OF FDBT WITHOUT THE PRIOR CONSENT OF FDBT, WHICH CONSENT MAY BE WITHHELD IN ITS DISCRETION.</p>				

FOB: DESTINATION FRT INCLUDED

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PURCHASING AGENT FOR  
THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER

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Item	Description	Quantity	UOM	Unit Price	Ext Price
1	S411-120-0010 / S41i INC SHAKER 120V 60Hz	4	EA	16,532.610	66,130.44
2	M1334-9920 / PLATFORM, UNIVERSAL 14*24	4	EA	727.220	2,908.88
3	PO628-6502 / S41 STACKING STAND	2	EA	1,614.130	3,228.26
4	0082050007 / S41I IQ	4	EA	1,117.780	4,471.12
5	00082050008 / S41i OQ	4	EA	1,965.560	7,862.24
6	CLAMP W SPRING RET ERLN 250 ML	48	EA	27.870	1,337.76
7	CLAMP W SPRING RET ERLN 500 ML	30	EA	32.440	973.20
8	CLAMP W SPRING RET ERLN 125ML	64	EA	19.100	1,222.40
				TOTAL	88,134.30
VENDOR QUOTE: 8030415264 VENDOR REF: DICKI MURRELL					

SAK

<b>FOB: DESTINATION FRT INCLUDED</b> The Texas A&M University System Health Science Center cannot accept collect freight shipments.		<b>Terms:</b>
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 elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. Neither substitutions nor cancellations permitted without prior approval.		IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY
The State of Texas is exempt from all Federal Excise Taxes  STATE AND CITY SALES TAX EXEMPTIONS CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309(4), 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 State of Texas. The Terms and Conditions of the State of Texas shall prevail.		THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT.   PURCHASING AGENT FOR THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER

## FAR FLOW DOWN PROVISIONS

*The Prime Contract clauses, including the Federal Acquisition Regulation (FAR) clauses and Health and Human Services Federal Acquisition Regulation Supplement (HHSAR) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of this Subcontract. The effective date of each clause incorporated herein shall be that in effect as of the effective date of the subcontract or purchase order, unless a previous version of a clause is specifically referenced in TAMUS's Prime Contract with the Government.*

As used in the contract and FAR clauses referenced below except as otherwise noted:

- (a) "Contractor" means the Subcontractor, as defined previously in the Definitions provision of this Subcontract, acting as the immediate (first-tier) subcontractor to TAMUS
- (b) "Prime Contract" means Contract No. HHSO100201200002I between TAMUS and the U.S. Government.
- (c) "Contract" means this Subcontract.
- (d) "Subcontract" means any lower-tier subcontract placed by the Subcontractor or lower-tier subcontractors under this Subcontract.

### NOTES (Referenced in the Designated FAR Clauses below)

1. Substitute "TAMUS" for "Government", "USG", or "United States" as applicable throughout this clause.
2. Substitute "TAMUS Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer" and "ACO" throughout this clause.
3. Insert "and TAMUS" after "Government", "USG", or "Contracting Officer," as appropriate, throughout this clause.
4. Insert "or TAMUS" after "Government", "USG", throughout this clause.
5. Communication or notification required under this clause from or to the Subcontractor, and to or from the Contracting Officer shall be through TAMUS.
6. "Contracting Officer" shall mean the U.S. Government Contracting Officer for TAMUS's Prime Contract.

A current SAM.gov (System for Award Management) online filing with all certifications and representations required by SAM will be maintained by Subcontractor. The Subcontractor shall promptly notify TAMUS of any material change in its SAM certifications.

Where compliance with a Subcontract or FAR Clause set forth below is dependent on receiving written notification from the Government, Subcontractor is responsible for meeting required timeframes only to the extent such written notification is received from TAMUS.

Prime Contract Clauses (non-FAR clause references are to the TAMUS Prime Contract with the U.S. Government):

### E.1 FAR CLAUSES

<u>Far Clause</u>	<u>Title and Date</u>
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52.246-1	Contractor Inspection Requirements (Apr. 1984) (See Note 4)
52.246-2	Inspection of Supplies – Fixed Price (Aug. 1996) (See Notes 1 & 2)

52.246-16	Responsibility of Supplies (Apr. 1984) (See Note 1)
52.246-12	Inspection of Construction (applies to Base Period ) (Aug. 1996) (See Notes 1 & 2)
52.246-15	Certificate of Conformance (applies to Base Period) (Apr 1984) (See Notes 1 & 2)

## PRIME CONTRACT CLAUSES

## E.2.3 AUDIT (See Note 4)

## F.2 TECHNICAL REPORT DELIVERABLES

Prime Contract and Subcontracts must be in accord to the extent that reports required by the Prime Contract are relevant and applicable to the Subcontract; Subcontractors must prepare reports within each subcontractor's scope of work and as required by the subcontract.

## F.5 CONTRACT CLAUSES

<u>Far Clause</u>	<u>Title</u>	<u>Date</u>
52.242.15	Stop Work Order	Aug 1989 (See Note 2)
52.247-35	F.O.B. Destination, Within Consignee's Premises	Apr 1984 (See Note 1)
52.211-17	Delivery of Excess Quantities	Sep 1989
52.242-17	Government Delay of Work (See Note 2)	

G.2.2.2 Subcontractor invoices must be prepared and information provided to enable TAMUS to invoice in accordance with the solicitation and the final prime contract.

## G.3.3 Notice Prior to Publication (see Notes 1 and 2)

## G.3.4 Reporting Matters Involving Fraud, Waste and Abuse

## H.1 Prohibition of Use of Appropriated Funds for Lobbying Activities

## H.4 Dissemination of Information (see Note 4)

## H.5 Access and Disposition of Data (see Note 4)

## H.14 Prohibition on Contractor Involvement with Terrorist Activities

## H.19 Interactions with Regulatory Agencies (see Note 4; BARDA shall also refer to USG)

<u>FAR Clauses</u>	<u>Title</u>	
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984 (See Note 4)
52.203-5	Covenant Against Contingent Fees	APR 1984 (See Note 1)
52.203-6	Restrictions on Subcontracts Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010 (See Note 2)
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	JAN 1997 (See Note 1)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997 (See Note 1)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010

52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010 (See Note 3)
52.203-14	Display of Hotline Posters	DEC 2007
52.204-7	Central Contractor Registration	APR 2008
52.204-8	Annual Representations and Certifications	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011 (See Note 2)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Jul 2010 (See Note 6)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	
52.215-2	Audit and Records – Negotiation	OCT 2010
52.215-10	Price Reduction for Defective Cost or Pricing Data.	OCT 2010 (See Notes 2 & 4)
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications	OCT 2010 (See Notes 2 & 4)
52.215-12	Subcontractor Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Cost or Pricing Data – Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010 (See Note 2)
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits Other than Pensions (PRB)	JUL 2005(See Notes 1 & 2)
52.215-19	Notification of Ownership Changes	OCT 1997 (See Note 2)
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data – Modifications	OCT 2010 (See Note 2)
52.215-23	Limitations on Pass-Through Charges	OCT 2009 (See Note 2)
52.216-7	Allowable Cost and Payment	JAN 2011(See Notes 1 & 2)
52.216-8	Fixed Fee	JUN 2011(See Notes 1 & 2)
52.219-8	Utilization of Small Business Concerns	JAN 2011 JAN 1999
52.219-16	Liquidated Damages - Subcontracting Plan	(See Notes 1 and 2)
52.219-9	Small Business Contracting Plan Alt II	JAN 2011 (See Notes 1 and 2)
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999 (See Notes 1 and 2)
52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting	DEC 2010
52.222-1	Notice to the Government of Labor Disputes	FEB 1997 (See Note 2)
52.222-2	Payment for Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003

52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action for Workers with Disabilities	OCT 2010
52.222-37	Employment Reports Veterans	SEP 2010
52.222-41	Service Contract Act of 1965	NOV 2007
52.222-50	Combating Trafficking in Persons	FEB 2009 (See Notes 1 & 2)
52.223-6	Drug-Free Workplace	MAY 2001 (See Note 2)
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-15	Energy Efficiency and Energy Consuming Products	DEC 2007
52.225-1	Buy American Act – Supplies	FEB 2009 (See Note 2)
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008 (See Notes 5 & 6)
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	JUN 2000 (See Note 2)
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007 (See Notes 1 & 2)
52.227-3	Patent Indemnity	APR 1984 (See Note 3)
52.227-11	Patent Rights – Ownership by the Contractor	DEC 2007
52.227-14	Rights in Data	DEC 2007 (See Notes 1 & 2)
52.227-16	Additional Data Requirements	JUN 1987 (See Note 2)
52.230-2	Cost Accounting Standards	OCT 2010
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-20	Limitation of Cost	APR 1984 (See Note 1)
52.243-1	Changes (Fixed-Price)	AUG 1987 (See Notes 1 and 2)
52.243-2	Changes-Cost Reimbursement	AUG 1987 (See Notes 1 & 2)
52.242-13	Bankruptcy ( <i>Except replace “a listing of Government contract numbers and contracting offices for all Government contracts” with “a listing of all Prime Contractor issued orders and related prime task order numbers”</i> )	JUL 1985 (See Note 2)
52.242-15	Stop Work Order	AUG 1989

52.244-2	Subcontracts	(See Note 2) JUN 2007
52.244-6	Subcontracts for Commercial Items	(See Note 2) DEC 2010
52.245-1	Government Property – <i>In which "Government" means Prime except: (1) in the terms "Government furnished property" and "Government property," and (2) in subparagraph (d)(3)(i)(B), paragraph (e), subparagraph (f)(1)(ii), and subparagraph (j)(1) "Government" means Government and/or Prime: In paragraph (g), and subparagraphs (h)(3), (h)(4), and (i)</i>	AUG 2010
52.245-9	Use and Charges	AUG 2010 (See Note 2)
52.248-1	Value Engineering (To the extent that Subcontractor and TAMUS propose value engineering changes that are accepted by the Government, and such changes result in net acquisition savings, the parties will negotiate a reasonable allocation of such savings among them based upon relative contributions, costs saved as a result of such changes or sums paid by the Government for work required by such change, by each party.)	OCT 2010 (See Note 2)
52.249-2	Termination for Convenience of the Government (Fixed-Price)	MAY 2004 (See Notes 1 and 2)
<b><u>FAR Clauses</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.215-14	Integrity of Unit Prices	OCT 1997 (See Note 2)
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (Applicable to PIF Readiness CLIN)	JUL 2005
52.232-22	Limitation of Funds	APR 1984 (See Notes 1 & 2)
52.249-2	Termination for Convenience of Government (Fixed Price)	(See Notes 1 & 2)
52.249-8	Default (Fixed Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
<b><u>Department of Health and Human Services Acquisition Regulation (HHSAR) (48 CFR Chapter 3) Clauses</u></b>		
<b><u>HHSAR Clauses</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
352.202-1	Definitions	JAN 2006
352.203-70	Anti-Lobbying	JAN 2006
352.216-70	Additional Cost Principles	JAN 2006
352.222-70	Contractor Cooperation in Equal Opportunity Investigations	JAN 2010
352.223-70	Safety and Health	JAN 2006 (See Note 2)
352.224-70	Privacy Act	JAN 2006
352.231-70	Salary Rate Limitation	MAR 2012



ATTACHMENT E

352.231-71	Pricing of Adjustments	JAN 2010
352.242-70	Key Personnel	JAN 2006 (See Notes 1 & 2)
352.242-73	Withholding of Contract Payments	JAN 2006 (See Note 1)

**Other FAR Clauses Applicable to this Subcontract**

<b><u>FAR Clauses</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.209-9	Updates of Publically Available Information Regarding Responsibility Matters	JAN 2011