



## Sales Tax Exemption

The Texas A&M Health Science Center is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of the Texas A&M Health Science Center.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

| Purchase Order  |                    |                           |
|---|--------------------|---------------------------|
| Purchase Order Date   | PO/Reference No.   | Revision No.              |
| <b>May 28, 2020</b>   | <b>AB0538829</b>   | <b>0</b>                  |
| <b>Contact instructions for questions regarding this Purchase Order:</b><br>If Buyer Contact information is listed below, please contact the Buyer.<br>If not, please contact the Customer. |                    |                           |
| <b>Buyer Contact:</b>   |                    |                           |
| <b>Buyer</b>  | <b>Buyer Email</b> | <b>Buyer Phone Number</b> |
| sak - King, Susan   | sa-king@tamu.edu   | 979.845.3888              |
| <b>Customer Contact:</b>  |                    |                           |
| Name:   | Jennifer Cain      |                           |
| Email:  | JENCAIN@TAMU.EDU   |                           |
| Phone:  | +1 713-677-7567    |                           |

## Order acceptance instructions:

**Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M's Department of Procurement Services prior to shipping or performance. This Purchase Order is governed by the laws of the State of Texas and Texas A&M's Terms & Conditions, which are available online:**  
<http://purchasing.tamu.edu/suppliers/bids-catalogue-tc-form/>

| Supplier Information     |   | Delivery Information                  |   |
|--------------------------|---|---------------------------------------|---|
| Supplier Name            | BIO-TEK INSTRUMENTS INC                   | <b>Delivery Address</b>               |   |
| Address                  | 100 TIGAN ST<br>WINOOSKI, VT 100879817 US | TAMUS Member:                         | 23-Texas A&M Health Science Center (23) |
| Phone                    | +1 888-451-5171                           | Attn:                                 | Cliff Stephan                           |
| FOB / FREIGHT            | Destination                               | Institute of Biosciences & Technology |   |
| Pre-Pay & Add            | No  | Room                                  | 711                                     |
| Payment Terms            | 0% 0, Net 30                              | 2121 W Holcombe Blvd                  |   |
| Contract Number - Header | <i>no value</i>                           | Houston, TX 77030                     |   |
| Contract Number - Line   | <i>no value</i>                           | United States                         |   |
| Quote number             |   | <b>Delivery Information</b>           |   |
|                          |   | Required Delivery Date                | Jun 20, 2020                            |
|                          |   | Ship Via                              | Best Carrier-Best Way                   |

## Notes to Supplier

### Shipping Instructions

Note to Supplier

This PO references TAMHSC ITB-2206 including all the terms and conditions of the original bid

Attachments for supplier

### PO Clauses

|        |     |                                     |   |
|--------|-----|-------------------------------------|---|
| Header | 001 | No Collect Freight Charges Accepted | Neither COD nor "Collect" freight or handling charges will be accepted.   |
|        | 102 | TAMU Terms & Conditions             | Terms & Conditions - Texas A&M University -This purchase order is issued on behalf of Texas A&M University and is governed by the Terms & Conditions found online:<br><a href="http://purchasing.tamu.edu/suppliers/bids-catalogue-tc-form/">http://purchasing.tamu.edu/suppliers/bids-catalogue-tc-form/</a> From this website please select "Texas A&M University" from the drop-down menu. |
|        | 113 | FOB-DEST/FRT-PP&ALLOW               | FOB Destination, Freight Prepaid and Allowed  |

|     |  |  |
|-----|--|--|
| 210 | Product Installation                     | To be installed. Installation to include receiving, unpacking, assembly and placement at point of use and removal and disposal of all packing material. University dumpsters may not be used for disposal.   |
| 238 | Institution of Higher Education Purchase | Purchases made by an Institution of Higher Education, Section 51.9335 Education Code   |
| 329 | EIR COMPLIANCE                           | 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 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. |
| 331 | EXPORT CONTROL                           | Vendor must notify Texas A&M if any products are export controlled. Items not indicated as such shall be considered and treated as non-controlled items.   |
| 335 | INSURANCE REQUIREMENT                    | Certificate of Insurance, in accordance with the attached Insurance Requirements, must be provided prior to any work being performed at any Texas A&M University System location.  |

| Line No. | Product Description  | Catalog No.   | Size / Packaging | Unit Price    | Quantity             | Ext. Price    |
|----------|--|---------------|------------------|---------------|----------------------|---------------|
| 1 of 7   | MultiFlo FX with 2 module arms, 1peristaltic dispense pump. Includes 1 peri-pump cassette with plastic tips.   | MFXP2         |                  | 13,732.74 USD | 1                    | 13,732.74 USD |
| 2 of 7   | Secondary Peristaltic PumpDispenser Module. Adds 1 peristaltic pump dispenser to MultiFlo FX. For 6- to 1536-well microplates. Includes 1 plastic tip cassette.  | 7210010       |                  | 4,009.50 USD  | 1                    | 4,009.50 USD  |
| 3 of 7   | Cassette: 5 - 2,500 µL, 5 µLIncrements, Plastic Tips.  | 7170011       |                  | 0.00 USD      | 2                    | 0.00 USD      |
| 4 of 7   | Field Service Contract: This optionprovides coverage for the repair,parts, labor, travel as well as oneplanned preventive maintenanceactivity at the customer's facility. A BioTek Field Instrument Specialistwill be dispatched to the equipment'             | CONFIELDMFXP2 |                  | 1,800.00 USD  | 5                    | 9,000.00 USD  |
| 5 of 7   | The instrument installation includes unpacking and setup per authorized BioTek procedures. Standard training on the use of the instrument and software is conducted. User(s) will be trained to program the primary assay protocol and applicable data analysi | SVCICT1       |                  | 0.00 USD      | 1                    | 0.00 USD      |
| 6 of 7   | LABEL FOR INVITRO DIAG USE   | IVD           |                  | 0.00 USD      | 1                    | 0.00 USD      |
| 7 of 7   | Freight and Handling- ground   | FREIGHT       |                  | 304.61 USD    | 1                    | 304.61 USD    |
| Total    |  |               |                  |               | <b>27,046.85 USD</b> |               |

| Billing Information  | Billing Address  |
|--|--|
| <p>To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail abvendorhelp@tamu.edu.</p> <p>Invoice must include the PO/Reference number shown above.</p> | <p>Texas A&amp;M Health Science<br/>Center-Accounts Payable<br/>***Do Not Mail Invoices***<br/>Email invoices to invoices@tamu.edu<br/>750 Agronomy Road - Suite 3101<br/>6000 TAMU<br/>College Station, TX 77843-6000<br/>United States</p> |