

Aggie Buy Contract #
C5227372



Master Order for *Nitrogen*
TEXAS A&M UNIVERSITY, COLLEGE STATION, TEXAS

Vendor:

Matheson Tri-Gas, Inc.
PO Box 845502
Dallas, Texas 75284-5502
Phone: 800-284-0481 Fax:
Contact: Warren Parten
Email: wparten@mathesongas.com

Billing Address:

Texas A&M University
Financial Management Operations
Attn: Accounts Payable
6000 TAMU
College Station, TX 77843-6000
United States

This Master Order shall be effective as of September 1, 2014 thru August 31, 2017 and pertains to all goods and/or services covered by Texas A&M University Aggie Buy Contract # C5227372.

This document is **NOT** considered as an order to ship from. Individual orders and/or requests for services as a result of this Master Order shall be requested on an as needed basis.

1. Vendor shall provide goods and/or services as designated on Attachment A, specifications, terms and conditions as stated in Invitation-to-Bid #51227372-AGC, and any addenda thereto, are all made a part hereof and collectively evidence and constitute Texas A&M University Aggie Buy Contract # C5227372.

2. Delivery Information:

Texas A&M University
Attn: Crystal King
Chemistry Department
Room 14 – 3255 TAMU - Texas A&M University
College Station, Texas 77843-3255
Phone: (979) 845-0411
Email: cking@chem.tamu.edu

3. Contact Information:

Contract Contact:

Name: Warren Parten
Phone: 800-284-0481
Fax:
Email: wparten@mathesongas.com

Order Contact:

Name: Warren Parten
Phone: 800-284-0481
Fax:
Email: wparten@mathesongas.com

4. Cancellation: This agreement may be terminated by either party at any time with "cause" or "without cause," upon thirty (30) days prior written notice to the other party. Any order is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated. Texas A&M University reserves the right to immediate cancellation due to on-performance.
5. Freight Terms: FOB Destination, Freight Prepaid and Allowed
6. Payment: Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later. Vendor shall submit one copy of an itemized invoice referencing the Aggie Buy Contract number and any departmental issued purchase order number. Owner 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.
7. Changes: Any changes to the Master Order must be made in writing by the Texas A&M Purchasing Agent as listed below.
8. Tax Exemption: The State of Texas is exempt from all Federal Excise Taxes. Texas A&M University is exempt from state and municipal sales taxes under Texas Tax Code, Chapters 151 and 321, *et. seq.*, for all purchases made for the exclusive use of Texas A&M.
9. The laws of the State of Texas shall govern this Master Order.

Buyer Name: Angel Constancio
Phone: 979-845-3847
E-mail: agc@tamu.edu

By: Angel Constancio
Purchasing Agent for Texas A&M University

C5227372
Master Order Attachment A

Texas A&M University master order for liquid nitrogen for Chemistry Department and all department within the Texas A&M University Systems per the terms, conditions, and specifications herein.

Original Year – C5227372

Master Order for the time period of September 1, 2014 through August 31, 2017.

RENEWAL:

Texas A&M University reserves the right to renew this agreement for an additional two (2) years, one (1) year at a time, if mutually agreeable to both parties, with all terms and conditions to be held firm through August 31, 2017.

If the renewal option is exercised, the vendor may increase the contract prices to reflect increase in the cost of providing products or services; however if there has been no increase in costs, the vendor is expected to hold pricing. Additionally, should there be any decrease in costs; the vendor is expected to pass those savings on to Texas A&M University.

1st Renewal Year: September 1, 2017 – August 31, 2018 – 5% - \$84,734.87

2nd Renewal Year: September 1, 2018 – August 31, 2019 – 5% - \$88,971.62

SHIPPING:

Exact delivery and pickup location and date shall be coordinated with the department contact or their designee. The department contact or their designee shall be notified twenty four (24) hours before delivery or pickup.

QUANTITIES:

Are estimated only and do not guarantee purchase. Actual usage may be more or less than estimates. Texas A&M University will in no way be obligated for any quantity that falls short of the estimated totals. Any unused quantities will be cancelled as of August 31, each year this agreement is in place. Delivery/Pickup to be made at times and in quantities requested.

It is understood that all equipment and material supplied by the vendor shall remain their property until such time as accepted or paid for by the owner, and the vendor shall protect them with appropriate insurance against theft or other loss or damage. Vendor shall be held liable for any damages to Texas A&M University property occurring during installation.

Texas A&M shall be listed as an additional insured party under each policy of insurance covering this project.

The vendor shall be required to provide proof of insurance in the amounts indicated herein. A copy of the insurance certificate shall be submitted to the Procurement Services Office prior to any work being performed.

The vendor shall not commence work until all of the insurance specified herein has been obtained and certificated of such insurance in force have been filed with and accepted by Texas A&M University. Acceptance of insurance certificates by Texas A&M University shall not relieve or decrease the liability of the Vendor.

Insurance coverage shall provide for a 30-day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance in force shall include a notice that the policy or policies do contain these provisions. Unless otherwise specified, the vendor shall provide and maintain insurance until the scope of work is completed and accepted by Texas A&M University. The vendor's certificate of insurance in force, shall be submitted prior to start of installation and shall include a notice that the policies contain these provisions.

PROTECTION OF PROPERTY AND LIABILITY:

The vendor shall take care not to damage the premises or the property of others, and in case such damages occur as the result of operations under this contract, the vendor shall make appropriate restitution.

If the vendor fails to pay for damage, the damages may be deducted from any remaining balance due to the vendor or may be processed as a breach of contract to the full extent the law allows.

The vendor shall exercise due caution for the protection of persons, and shall protect owner from expense and hold him harmless from liability by reason of injury, including death, to any person or persons, or for damage to the property of others occurring as a result of the operations under this contract.

PAR REQUIREMENTS FOR SELF-PERFORMING VENDORS:

The HUB Subcontracting Plan (HSP) submitted with the bid response shall become a provision of the purchase order. The vendor cannot change a subcontracting plan prior to its incorporation into the purchase order. TAC 20.14 (5). Per the Texas Administrative Code Chapter 20.14, Texas A&M requires the following:

- **Vendors self-performing** must submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR) to Texas A&M University on a monthly basis. The vendor will maintain business records documenting its compliance with the approved HSP and will submit a PAR to the Texas A&M Department of Procurement Services no later than the 5th calendar day of the month until the purchase order has been paid in full. TAC 20.14 (d). **All PAR's shall be sent via e-mail to the following address: hubprogram@tamu.edu . Payment requests submitted without the PAR will not be processed.**
- Changes may not be made to the HSP without prior review and approval from the Texas A&M Department of Procurement Services. The vendor shall submit to the TAMU HSP point of contact provided below a revised HSP if determined subcontracting will be necessary.

If the selected vendor subcontracts any of the work without complying with TAC 20.14 and without prior approval from the Texas A&M Department of Procurement Services, the vendor will be deemed to have breached the purchase order and be subject to any remedial actions provided by Texas Government Code, Chapter 2161, state law and TAC 20.14 (6). Texas A&M will report nonperformance relative to its purchase order to Texas Procurement and Support Services in accordance with TAC 20.105, Subchapter F relating to the Vendor Performance and Debarment Program.

Texas A&M HSP Point of Contact

Clyde Oberg, Senior Buyer
979-845-1042
co@tamu.edu

A copy of the PAR can also be found at the following link:

<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Payment shall be net 30 after receipt of invoice and final acceptance work. All invoices shall reference this master order number.

Other locations shall provide vendor with contact location

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| 1. | 99.998% Liquid Nitrogen – 9000 pound tank | - 15,000 @ \$.40 = \$59,850.00 |
| 2. | 99.998% Liquid Nitrogen – 1500 pound tank | - 33,333 @ \$.40 = \$13,299.87 |
| 3. | Rental of 9000 Tank With Telemetry | - 6 @ \$750.00 = \$4,500.00 |
| 4. | Rental of 1500 Tank With Telemetry | - 6 @ \$500.00 = \$3,000.00 |
| 5. | Telemetry System | - 1 @ \$50.00 = \$50.00 |