

**Revised Purchase Order**



Purchase Order			
Purchase Order Date	PO/Reference No.	Revision No.	Revision Date
<b>Nov 4, 2025</b>	<b>AB1090611</b>	<b>1</b>	<b>Nov 5, 2025</b>
<b>Contact instructions for questions regarding this Purchase Order:</b> If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.			
<b>Buyer Contact:</b>			
<b>Buyer</b>	<b>Buyer Email</b>	<b>Buyer Phone Number</b>	
pan - Arredondo-Nino, Paola	ARREDONDOPAOLA@TAMU.EDU	979.845-5841	
<b>Customer Contact:</b>			
Name:	TAMU Ordering Department 02-NFSC		
Email:	NFSC-Business@ag.tamu.edu		
Phone:	+1 979-458-1006		

**Sales Tax Exemption**

Texas A&M University 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 Texas A&M.

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

Member of the Texas A&M University System.

**Order acceptance instructions:**

**For Order Acceptance Instructions and other Terms and Conditions applicable to this PO, see the "Notes to Supplier" section below.**

Supplier Information		Delivery Information	
Supplier Name	SARTORIUS CORPORATION	<b>Delivery Address</b>	
Address	545-1 JOHNSON AVE BOHEMIA, New York 11716 United States	TAMUS Member:	02-Texas A&M University (02)
FOB / FREIGHT	Destination	Attn:	Jenny Wu
Pre-Pay & Add	No	Agriculture, Food & Nutrition Evidence Ctr	
Payment Terms	0, Net 30	Norman E. Borlaug Building	
Contract Number - Header	<i>no value</i>	Suite	
Contract Number - Line	<i>no value</i>	498 Olsen Blvd.	
Quote number	CPQ-03360751	2053 TAMU	
		College Station, TX 77843	
		United States	
		<b>Delivery Information</b>	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

**Notes to Supplier**

**Shipping Instructions**

Note to Supplier

Please reference quote #CPQ-03360751. DDP was approved for this quote, as stated by Ryan Powell.

In the event of any conflict in terms asserted by the Contractor and Texas A&M's Terms and Conditions, Texas A&M's Terms and Conditions shall in all aspects govern and control.

Attachments for supplier

- Quote\_03360751.pdf
- Federal Verbiage.pdf
- Installation Lang...

**PO Clauses**

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	100	Order Acceptance Instructions - TAMU	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 in writing 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 (the version that is effective as of the Purchase Order Date or the Revision Date specified above, whichever is later), which are incorporated into and made a material part of any Purchase Order issued by Texas A&M.
	102	Terms & Conditions - TAMU	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: <a href="https://purchasing.tamu.edu/_media/TAMU.BID.TERMS.WEB.20250321.pdf">https://purchasing.tamu.edu/_media/TAMU.BID.TERMS.WEB.20250321.pdf</a>

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 9	SX5 live imaging system	4816	EA	195,790.00 USD	1 EA	195,790.00 USD
2 of 9	Incucyte SX5 Preventive Service Plan (3 year extended warranty)	84MJEX5	EA	22,520.00 USD	3 EA	67,560.00 USD
3 of 9	INCUCYTE® CELL-BY-CELL SOFTWARE (Software module cell-by-cell)	9600-0031	EA	11,330.00 USD	1 EA	11,330.00 USD
4 of 9	Incucyte® Advanced Label-freeClassification Analysis SoftwareModule - For use with SX1, S3, or SX5" (Software module label-free classification analysis)	BA-04867	EA	5,680.00 USD	1 EA	5,680.00 USD
5 of 9	IncuCyte Organoid® Software Module	9600-0034	EA	11,330.00 USD	1 EA	11,330.00 USD
6 of 9	Incucyte® Initial System Installation	84ICE20	EA	3,360.00 USD	1 EA	3,360.00 USD
7 of 9	Incucyte® System Training	BA-04854	EA	1,320.00 USD	1 EA	1,320.00 USD
8 of 9	POWER CORD, NA	1125-0126	EA	27.70 USD	1 EA	27.70 USD
9 of 9	Freight Charges	na	EA	3,500.00 USD	1 EA	3,500.00 USD
<b>Total</b>						<b>299,897.70 USD</b>

<b>Billing Information</b>	<b>Billing Address</b>
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	Texas A&M University-Accounts Payable ***Do Not Mail Invoices***

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 vendorhelp@tamu.edu.

Invoice must include the PO/Reference number shown above.

Email invoices to invoices@tamu.edu

750 Agronomy Rd Suite 3101

6000 TAMU

College Station, TX 77843-6000

United States

Sartorius Corporation · Bohemia, New York 11716

TEXAS A&M UNIVERSITY  
SCOATES HALL - 2117 TAMU 201  
COLLEGE STATION, TX77843

Chia-Shan Wu  
Phone: (979) 325 - 9455  
Email: [cjwu@tamu.edu](mailto:cjwu@tamu.edu)

**Please place your purchase order directly to:**  
Sartorius Corporation  
545-1 Johnson Avenue  
Bohemia, NY 11716  
Email: [LPS.OPM.NA@SARTORIUS.com](mailto:LPS.OPM.NA@SARTORIUS.com)

**IMPORTANT:** You have to reference the quotation number on your purchase order

Dear Chia-Shan Wu,

Thank you for your interest in Sartorius products and services.  
We appreciate the opportunity to provide a quote on the following products of your interest.

We look forward to receiving your order.

With best regards  
Sartorius Corporation

This document has been created electronically and is valid without a signature.

**Additional Information:**  
Incucyte SX5 with Cell by Cell, Advanced Label Free, and Organoid Software Module.  
Three additional years for service coverage, for a total of (4) years from the date of install

<b>Quotation</b>	
Quote Number	CPQ-03360751
Date	10/10/2025
Valid Until:	12/17/2025
Customer Reference	
Customer ID	0020195173
Sales Contact	Ryan Powell
Phone	
Email	<a href="mailto:ryan.powell@sartorius.com">ryan.powell@sartorius.com</a>

Ship To  
TEXAS A&M UNIVERSITY  
498 Olsen Blvd. 2053 TAMU  
COLLEGE STATION, TX 77840

Sartorius Corporation  
545-1 Johnson Avenue  
Bohemia, NY 11716  
Phone +1.631.254.4249  
Fax +1.631.254.4252  
[www.sartorius.com](http://www.sartorius.com)

USD check payment to:  
Sartorius Corporation  
24918 Network Place  
Chicago, IL 60673-1249

USD wire payment to:  
JPMorgan Chase Bank  
4 Metro Tech Center  
Brooklyn, NY 11245  
ABA # 021000021  
Swift Code # CHASUS33  
Account # 836822536

CAD check payment to:  
Sartorius Corporation  
P.O. Box 15135, Station A  
Toronto, Ontario M5W 1C1

CAD wire payment to:  
JPMorgan Chase Bank N.A.  
Suite 4500, TD Bank Tower  
66 Wellington St West  
Toronto, ON M5K 1E7  
Clearing Code 027000012 ACCT 4677914101  
Swift Code CHASCATTCTS and ROYCCAT2

**Document** CPQ-03360751  
**Date** 10/10/2025

**Our Proposal**

Item	Item Detail						
1	<b>Material</b>	4816	Incucyte® SX5 HD/3CLR System Package - Incucyte SX5 Controller Unit - Incucyte SX5 Gantry Unit - HD/G/O/NIR Triple Color filter cube - Three (3) microscope objectives: Incucyte® 4x, 10x and 20x - Three (3) Microplate Vessel Trays - Calibration Tray - Incucyte® Base Software w/ Phase Object Counting and Whole well Imaging - Incucyte® Fluorescence Acquisition/ Processing Software Module - Manufacturer’s one year service warranty including software updates effective 13 months from delivery or 12 months from installation. - Requires installation into an incubator with >200L int. volume - Installation and training required and sold separately				
	<b>Quantity</b>	1.00					
	<b>Price</b>		<b>Type</b>	<b>Rate</b>	<b>CUR</b>	<b>UOM</b>	<b>Value</b>
			<b>Net Value of Item</b>	195,790.00	<b>USD</b>	<b>per 1 PCE</b>	<b>195,790.00</b>

Item	Item Detail			
2	<b>Material</b>	84MJEX5	Incucyte SX5 Preventive Service Plan	
Sartorius Corporation 545-1 Johnson Avenue Bohemia, NY 11716 Phone +1.631.254.4249 Fax +1.631.254.4252 www.sartorius.com	USD check payment to: Sartorius Corporation 24918 Network Place Chicago, IL 60673-1249	USD wire payment to: JPMorgan Chase Bank 4 Metro Tech Center Brooklyn, NY 11245 ABA # 021000021 Swift Code # CHASUS33 Account # 836822536	CAD check payment to: Sartorius Corporation P.O. Box 15135, Station A Toronto, Ontario M5W 1C1	CAD wire payment to: JPMorgan Chase Bank N.A. Suite 4500, TD Bank Tower 66 Wellington St West Toronto, ON M5K 1E7 Clearing Code 027000012 ACCT 4677914101 Swift Code CHASCATTCTS and ROYCCAT2

- 12 Months Extended Service Plan  
 for Instrument referenced above  
 to be appended to t  
 he existing  
 warranty/service agreement  
 - Parts, labor, and travel expense  
 for break fix events included  
 - Includes all bas  
 e software upgrades,  
 if applicable.  
 - One annual preventative maintenance  
 3.00

**Quantity**  
**Price**

Type	Rate	CUR	UOM	Value
<b>Net Value of Item</b>	22,520.00	<b>USD</b>	<b>per 1 PCE</b>	<b>67,560.00</b>

Item	Item Detail				
------	-------------	--	--	--	--

3 **Material** 9600-0031  
 INCUCYTE® CELL-BY-CELL SOFTWARE  
**Quantity** 1.00

**Price**

Type	Rate	CUR	UOM	Value
<b>Net Value of Item</b>	11,330.00	<b>USD</b>	<b>per 1 PCE</b>	<b>11,330.00</b>

Item	Item Detail				
------	-------------	--	--	--	--

4 **Material** BA-04867  
 Incucyte® Advanced Label-free  
 Classification Analysis Software  
 Module - For use with SX1, S3, or SX5"  
**Quantity** 1.00

**Price**

Type	Rate	CUR	UOM	Value
<b>Net Value of Item</b>	5,680.00	<b>USD</b>	<b>per 1 PCE</b>	<b>5,680.00</b>

Sartorius Corporation  
 545-1 Johnson Avenue  
 Bohemia, NY 11716  
 Phone +1.631.254.4249  
 Fax +1.631.254.4252  
 www.sartorius.com

USD check payment to:  
 Sartorius Corporation  
 24918 Network Place  
 Chicago, IL 60673-1249

USD wire payment to:  
 JPMorgan Chase Bank  
 4 Metro Tech Center  
 Brooklyn, NY 11245  
 ABA # 021000021  
 Swift Code # CHASUS33  
 Account # 836822536

CAD check payment to:  
 Sartorius Corporation  
 P.O. Box 15135, Station A  
 Toronto, Ontario M5W 1C1

CAD wire payment to:  
 JPMorgan Chase Bank N.A.  
 Suite 4500, TD Bank Tower  
 66 Wellington St West  
 Toronto, ON M5K 1E7  
 Clearing Code 027000012 ACCT 4677914101  
 Swift Code CHASCATTCTS and ROYCCAT2

Item		Item Detail				
5	<b>Material</b>	9600-0034 IncuCyte Organoid® Software Module				
	<b>Quantity</b>	1.00				
	<b>Price</b>	<b>Type</b>	<b>Rate</b>	<b>CUR</b>	<b>UOM</b>	<b>Value</b>
		<b>Net Value of Item</b>	11,330.00	<b>USD</b>	<b>per 1 PCE</b>	<b>11,330.00</b>

Item		Item Detail				
6	<b>Material</b>	84ICE20 Incucyte® Initial System Installation -On-site installation of Incucyte System -Perform instrument check and calibration				
	<b>Quantity</b>	1.00				
	<b>Price</b>	<b>Type</b>	<b>Rate</b>	<b>CUR</b>	<b>UOM</b>	<b>Value</b>
		<b>Net Value of Item</b>	3,360.00	<b>USD</b>	<b>per 1 PCE</b>	<b>3,360.00</b>

Item		Item Detail				
7	<b>Material</b>	BA-04854 Incucyte® System Training - Perform end-user training for an Incucyte® Live-Cell Analysis System				
	<b>Quantity</b>	1.00				
	<b>Price</b>	<b>Type</b>	<b>Rate</b>	<b>CUR</b>	<b>UOM</b>	<b>Value</b>
		<b>Net Value of Item</b>	1,320.00	<b>USD</b>	<b>per 1 PCE</b>	<b>1,320.00</b>

Sartorius Corporation  
545-1 Johnson Avenue  
Bohemia, NY 11716  
Phone +1.631.254.4249  
Fax +1.631.254.4252  
www.sartorius.com

USD check payment to:  
Sartorius Corporation  
24918 Network Place  
Chicago, IL 60673-1249

USD wire payment to:  
JPMorgan Chase Bank  
4 Metro Tech Center  
Brooklyn, NY 11245  
ABA # 021000021  
Swift Code # CHASUS33  
Account # 836822536

CAD check payment to:  
Sartorius Corporation  
P.O. Box 15135, Station A  
Toronto, Ontario M5W 1C1

CAD wire payment to:  
JPMorgan Chase Bank N.A.  
Suite 4500, TD Bank Tower  
66 Wellington St West  
Toronto, ON M5K 1E7  
Clearing Code 027000012 ACCT 4677914101  
Swift Code CHASCATTCTS and ROYCCAT2

Item	Item Detail				
8	<b>Material</b>	1125-0126 POWER CORD, NA			
	<b>Quantity</b>	1.00			
	<b>Price</b>				
		<b>Type</b>	<b>Rate</b>	<b>CUR</b>	<b>UOM</b>
		<b>Net Value of Item</b>	27.70	USD	per 1 PCE
					<b>Value</b>
					<b>27.70</b>

<b>Net Value of Item</b>	USD	<b>296,397.70</b>
Freight Charges	USD	3,500.00
<b>Total Tariff Surcharge</b>	USD	0.0
Net Value	USD	299,897.70
Tax	USD	0.00
<b>Total Amount</b>	USD	<b>299,897.70</b>

Conditions:				
Terms of Payment:	30 days (A009)			
Terms of Delivery:	CPT	Carriage paid to	COLLEGE STATION	Incoterms®2020
		(CPT)		
Shipping Condition:	EA	Courier Standard (EA)		

Customer shall be responsible for paying Sartorius's charges for transport, packaging, freight and insurance and will be charged a surcharge for any tariffs, duties or other governmental charges ("Tariff Surcharge") pertaining to the Goods. Sartorius reserves the right to add or revise the Tariff Surcharge upon written notice to the Customer if additional duties (including tariffs) are applied to the Goods between the issuance or acceptance of the Quote, delivery and invoice to the Customer.

### No re-export to Russia and Belarus clause

Sartorius Corporation  
545-1 Johnson Avenue  
Bohemia, NY 11716  
Phone +1.631.254.4249  
Fax +1.631.254.4252  
www.sartorius.com

USD check payment to:  
Sartorius Corporation  
24918 Network Place  
Chicago, IL 60673-1249

USD wire payment to:  
JPMorgan Chase Bank  
4 Metro Tech Center  
Brooklyn, NY 11245  
ABA # 021000021  
Swift Code # CHASUS33  
Account # 836822536

CAD check payment to:  
Sartorius Corporation  
P.O. Box 15135, Station A  
Toronto, Ontario M5W 1C1

CAD wire payment to:  
JPMorgan Chase Bank N.A.  
Suite 4500, TD Bank Tower  
66 Wellington St West  
Toronto, ON M5K 1E7  
Clearing Code 027000012 ACCT 4677914101  
Swift Code CHASCATTCTS and ROYCCAT2

1. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. Furthermore, the Buyer shall not sell, export or re-export, directly or indirectly, to Belarus or for use in Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 8g of Council Regulation (EC) No 765/2006.

2. The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

3 The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

4. Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to:

- (i) termination of this Agreement; and
- (ii) a penalty of 30 % of the total value of this Agreement or price of the goods exported, whichever is higher.

5. The Buyer shall immediately inform the Seller about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information

This transaction is expressly subject to the Sartorius Terms and Conditions of Sale (USA), relating to the sale of Goods and Services which can be found at

<https://www.sartorius.com/download/618788/terms-and-conditions-of-sales-sartorius-usa-pdf-data.pdf>

Such General Terms and Conditions of Sale along with this Quote constitute a legally binding contract (“Contract”) between Sartorius and the customer (the “Customer”). These Terms and Conditions shall govern Sartorius’ sale to Customer of the products or services specified in the Quote and shall apply to all quotations and any subsequent order, notwithstanding any terms or conditions on any order form, purchase order or other document. Customer shall be deemed to have accepted Sartorius Terms and Conditions of Sale by acceptance of the Quote, or any other performance which, under applicable law, constitutes acceptance, including Customer’s failure to object in writing to these Sartorius Terms and Conditions of Sale. Any different, contrary or supplementary terms and conditions which may be presented by the Customer are hereby expressly rejected and deemed excluded and will not be deemed to form part of any contract, even in the event such terms are not excluded by Sartorius in an individual instance.

Sartorius Corporation  
545-1 Johnson Avenue  
Bohemia, NY 11716  
Phone +1.631.254.4249  
Fax +1.631.254.4252  
www.sartorius.com

USD check payment to:  
Sartorius Corporation  
24918 Network Place  
Chicago, IL 60673-1249

USD wire payment to:  
JPMorgan Chase Bank  
4 Metro Tech Center  
Brooklyn, NY 11245  
ABA # 021000021  
Swift Code # CHASUS33  
Account # 836822536

CAD check payment to:  
Sartorius Corporation  
P.O. Box 15135, Station A  
Toronto, Ontario M5W 1C1

CAD wire payment to:  
JPMorgan Chase Bank N.A.  
Suite 4500, TD Bank Tower  
66 Wellington St West  
Toronto, ON M5K 1E7  
Clearing Code 027000012 ACCT 4677914101  
Swift Code CHASCATTCTS and ROYCCAT2

## **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (In accordance with 2 C.F.R. Part 200, Appendix II)**

### **1. Termination for Convenience**

The University may terminate performance of work under this contract in whole or, from time to time, in part if the University purchasing officer determines that a termination is in the University's best interest.

The University may terminate any resulting contract for convenience by providing, (1) a statement that the contract is being terminated for the convenience of the University, (2) the effective date of termination, (3) the extent of termination, (4) any special instructions, and (5) the steps the contractor is to take to minimize the impact on personnel.

Upon any notification of termination for convenience, the contractor is to, (1) stop work immediately on the terminated portion of the contract, (2) terminate all subcontracts related to the terminated portion of the prime contract, (3) advise the University of any special circumstances precluding stoppage of work, (4) perform the continued portion of the contract if the termination is partial, (5) take any action necessary to protect property in the contractor's possession in which the University has an interest, (6) notify the University of any legal proceedings growing out of any subcontract, (7) settle any subcontractor claims arising out of the termination, and (8) dispose of termination inventory as directed by the University

### **2. Partially Completed Work**

No later than the first calendar day after the termination of this contract, or at the University's request, contractor shall deliver to the University all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely delivery such work or any and all documentation or other products and results of the services shall be considered a material breach of this contract. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the University.

### **3. Default**

If contractor is found to be in default under any provision of this contract, the University may cancel the contract without notice and either re-solicit or award the contract to the next best responsive and responsible respondent. In the event of abandonment or default, contractor will be responsible for paying damages to the University including, but not limited to, reprocurement costs, and any consequential damages to the University resulting from contractor's non-performance. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

### **4. Right to Audit**

The federal awarding University, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. Small Business, Minority Owned Firms and Women's Business Enterprises Efforts

Consistent with federally funded projects, the University shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, are used to the fullest extent practicable. This is accomplished through the use of the Texas Certified Historically Underutilized Business (HUB) list.

Additional efforts may include, but shall not be limited to:

- a) Including such firms, when qualified, on solicitation mailing lists;
- b) Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- e) Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually;
- f) Supplementing the HUB list by using the services and assistance of the Small Business Administration, and the Minority Business Development University of the Department of Commerce.

**5. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and

Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding University. The contracts must also include a provision for compliance with the Copeland "Anti-

Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding University.

**6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C.

3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40

U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These

requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**7. Rights to Inventions Made Under a Contract or Agreement.**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative

Agreements,” and any implementing regulations issued by the awarding University.

**8. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding University and the Regional Office of the Environmental Protection University (EPA).

**9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any University, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**10. Debarment and Suspension (Executive Orders 12549 and 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**11. Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

### **Attachment B – Installation Terms and Conditions**

Installation shall be conducted as turnkey installation and must comply with applicable campus safety and access procedures. No installation may commence without prior approval from Texas A&M's designated representative.

Installation must be conducted Monday-Friday, 8:00 a.m. – 5:00 p.m. CST, excluding Texas A&M holidays, unless otherwise approved.

Vendor responsibilities include:

- Safe and damage-free delivery
- Installation and start-up completed as per the bid specifications
- Cleanup and removal of packaging materials. Texas A&M dumpsters may not be used for disposal.
- Repair of any property damage caused by Vendor
- Compliance with drug, tobacco, and alcohol-free campus policy
- Ensuring a minimum of one (1) English speaking employee is on the job and that all employees are appropriately dressed

All parts not specifically mentioned in the Detailed Specifications which are necessary for the system to be complete and ready for operation, or which are normally furnished as standard equipment shall be furnished by the awarded Vendor. All parts shall conform in strength, quality and workmanship to the accepted standard of the industry.

In the event of default, Texas A&M reserves the right to terminate the agreement immediately, procure similar goods/services from another source, and hold the defaulting Vendor responsible for any resulting additional costs.

Vendor shall be responsible for any damage caused to Texas A&M property or personnel, claims arising from negligent or defective work, compliance with Workers' Compensation and applicable laws. Vendor shall defend, indemnify, and hold harmless Texas A&M, its officers, agents, and employees from and against all claims, damages, or losses against any damages or losses due to Vendor actions.

Vendor will remain liable until all claims are resolved to Texas A&M's satisfaction.

All deliverables shall be subject to inspection and approval by Texas A&M. Acceptance of work shall be contingent upon satisfactory performance and conformance to all specifications and requirements herein.