# Change Order 09/13/2017

**User Ref:** 240909-94960LP

Texas A&M University is issuing this purchase order to provide a Agilent 7890B Gas Chromatograph for the Department of Plant Pathology/Microbiology.

Reference Quote: 2347605 for Pricing—Herein Only.

Installation & Training is included w/this purchase of this system. This system comes with a 5 year maintenance agreement which is included in the cost. No shipping chg. This applies for purcases over $4000.00

Vendor Contact:
**Email:** lscainstrumentssales@agilent.com

Department Contact:
**Name:** Lauren Boriskie
**Phone:** 979-845-8296
**Email:** Lpboriskie@tamu.edu

Texas A&M University reserves the right to add or remove items/products/services on this order at any time. Texas A&M shall seek a quote from vendor to obtain pricing, then issue a change order with added or deleted items.

AGC

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
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</table>

FOB: DESTINATION FRT INCLUDED

Texas A&M University cannot accept collect freight shipments.

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 to the vendor. No substitutions or cancellations permitted without prior approval of the Texas A&M Department of Procurement Services.

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Title 121A, Revised Civil Statutes of Texas, 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.

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

**This order is not valid unless signed by the Purchasing Agent.**

[Signature]

Angel Constancio
Purchasing Agent for Texas A&M University
Phone: 979-845-8296
**TEXAS A&M UNIVERSITY**  
College Station, TX 77843-1477  
PURCHASE ORDER  

**Vendor:**  
X0003003005  
AGILENT TECHNOLOGIES INC  
4187 COLLECTIONS CENTER DR  
CHICAGO, IL 60693-0001  

**Invoice To:**  
TEXAS A&M UNIVERSITY  
PLANT PATHOLOGY/MICROBIOLOGY  
L F PETERSON RM 120  
RECEIPTION DESK  
2132 TAMU  
COLLEGE STATION TX 77843-2132  

**Ship To:**  
TEXAS A&M UNIVERSITY  
PLANT PATHOLOGY/MICROBIOLOGY  
L F PETERSON RM 120  
RECEPTION DESK  
2132 TAMU  
COLLEGE STATION TX 77843-2132  

**Item:**  
AGILENT TECHNOLOGIES - G8585  
ADDENDUM 4 - 2016-31840  
GOOD THRU SEPTEMBER 16, 2018  

<table>
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10/09/2017  

**STATE AND CITY SALES TAX EXEMPTION CERTIFICATE:** The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, 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.
Final Testing And Acceptance:

The complete installation shall be inspected by Texas A&M to assure that all equipment is installed in a professional manner, and in accordance with these specifications.

The vendor shall ensure that the system meets or exceeds performance specifications as per manufacturer criteria. The vendor shall be responsible for properly performing all setup of equipment and all assembly.

Performance Criteria For Acceptance:

To be accepted, the equipment must function properly at the end user's site by meeting or exceeding the specifications outlined in the purchase order and Quote 2347606.

If the equipment fails to function properly, the vendor shall be responsible to provide and carry out any and all diagnostics and repairs necessary to make the equipment operate correctly. Any costs associated with providing diagnostics and repair will be at the vendor's expense. All diagnostic test results shall be provided to the ordering department and only after the department verifies that specifications have been met will the equipment be considered acceptable. Original equipment manufacturer parts (OEM).
TEXAS A&M UNIVERSITY
College Station, TX 77843-1477
PURCHASE ORDER

Order Date: 09/13/2017
Page: 04

FILE COPY

Vendor:
X0003003005
AGILENT TECHNOLOGIES INC
4187 COLLECTIONS CENTER DR
CHICAGO, IL 60693-0001

Invoice To:
TEXAS A&M UNIVERSITY
PLANT PATHOLOGY/MICROBIOLOGY
L F PETERSON RM 120
RECEPTION DESK
2132 TAMU
COLLEGE STATION TX 77843-2132

Supplier:
TEXAS A&M UNIVERSITY
PLANT PATHOLOGY/MICROBIOLOGY
L F PETERSON RM 120
RECEPTION DESK
2132 TAMU
COLLEGE STATION TX 77843-2132

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES PRIOR TO SHIPMENT.

Installation:
The requested equipment is to be supplied as a complete operational system, set-up and ready for use. Any/all operational/maintenance manuals are to be provided at the time of shipping/installation.

This project shall be considered a "turnkey" project that includes all aspects of the installation.

Installation shall include distribution of the equipment to the requesting department. Installation shall also 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 unless approved by the department.

The vendor shall clean all trash, rubbish, cartons and other waste scattered throughout the building or on the premises caused by installation of the equipment under the resulting purchase order. Any necessary equipment needed to carry out the installation shall be furnished by the vendor. Shipping containers and other trash that constitute a fire hazard or an obstacle to the work of others shall be removed from the building daily. The vendor shall be responsible for removal of all trash offsite and disposal of in a legal manner.

AGC

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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. No substitutions or cancellations permitted without prior approval of the Texas A&M Department of Procurement Services.

The State of Texas is exempt from all Federal Excise Taxes.

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10/09/2017

Purchasing Agent for
TEXAS A&M UNIVERSITY
Phone: 979-845-4570
FILE COPY

TEXAS A&M UNIVERSITY
College Station, TX 77843-1477
PURCHASE ORDER

Order Date:
09/13/2017
Page: 05

Vendor

P700156

X0003003005
AGILENT TECHNOLOGIES INC
4187 COLLECTIONS CENTER DR
CHICAGO, IL 60693-0001

Involved To

TEXAS A&M UNIVERSITY
PLANT PATHOLOGY/MICROBIOLOGY
L F PETERSON RM 120
RECEPTION DESK
2132 TAMU
COLLEGE STATION TX 77843-2132

Ship To

TEXAS A&M UNIVERSITY
PLANT PATHOLOGY/MICROBIOLOGY
L F PETERSON RM 120
RECEPTION DESK
2132 TAMU
COLLEGE STATION TX 77843-2132

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES PRIOR TO SHIPPING.

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

During delivery and installation, use of tobacco products, food or drink within the interior of the building shall be prohibited. Texas A&M University regulations shall be enforced.

Delivery shall be made during normal working hours only, 8:00 AM to 5:00 PM, Monday through Friday, unless vendor obtains approval for late delivery.

All vendor employees shall be identifiable (i.e. name tags, vendor t-shirt or hats). All vendor employees shall be able to speak English.

Training:

Shall include on-site demonstration of the proper operating techniques of the equipment as well as instrument preventative maintenance training to all user(s). This documentation is to include basic training on the proper operation of the equipment and software installed.

Indemnification:

Vendor agrees to indemnify and hold The State of Texas, The Board of Regents of Texas A&M University System, Texas A&M, their officers, employees and agents (the indemnified parties) harmless from the indemnify each against any and all liabilities, actions,

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10/09/2017

Purchasing Agent for
TEXAS A&M UNIVERSITY
Phone: 979-863-4570
# TEXAS A&M UNIVERSITY

## PURCHASE ORDER

**Order Date:**
09/13/2017

**Page:**
06

### VENDOR:

**Vendor:**

X0003003005

AGILENT TECHNOLOGIES INC

4187 COLLECTIONS CENTER DR

CHICAGO, IL 60693-0001

---

### INVOICE TO:

TEXAS A&M UNIVERSITY

PLANT PATholOgy/MICROBIOLOGY

L F PETERSON RM 120

RECEPTION DESK

2132 TAMU

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RECEPTION DESK

2132 TAMU

COLLEGE STATION TX 77843-2132

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### TERMS:

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10/09/2017

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### DAMAGES:

- damages, suits, proceeding, judgments, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of vendor or the acts or omission of others under vendor's supervision and control.

- Responsibility For Damage Claims:

  The vendor shall save harmless the State and owner from all suits, actions or claims brought on account of any injuries or damages, sustained by any person or property in a consequence of any neglect in safe-guarding the work by the vendor; or from claims or amount arising or recovered under the "Workman's Compensation Law" or any other laws. He shall be responsible for all damage or injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on his part or the part of any of his employees, in the manner or method of execution the work; or from his failure to suitable evidence to that effect furnished to Texas A&M University.

- 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 his contract, he shall make restitution. If the vendor fails to pay for damage, the damages may be deducted from

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### FOB:

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### EG:

AGC
### PURCHASE ORDER

**Vendor:**
X0003003005
AGILENT TECHNOLOGIES INC
4187 COLLECTIONS CENTER DR
CHICAGO, IL 60693-0001

**Ship To:**
TEXAS A&M UNIVERSITY
PLANT PATHOLOGY/MICROBIOLOGY
L F PETERSON RM 120
RECEPTION DESK
2132 TAMU
COLLEGE STATION TX 77843-2132

**Purchase Order No:** P700156

**Order Date:** 09/13/2017

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</thead>
<tbody>
<tr>
<td>AGC</td>
<td>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, or for damage to the property of others occurring as a result of the operations under this contract. Upon receipt of written notice of the discovery of any defects occurring with the warranty period, the vendor shall remedy the defects and replace any property damaged therefrom. If the vendor, after notice, fails to proceed with the remedy(ies) within thirty (30) days or within another period of time agreed to in writing, to comply with the terms of the warranty, the department may have the defects corrected and the vendor shall be liable for all expenses incurred. Equipment units that are defective beyond the feasible job reapir at the time of final inspection by the department representative will be retained by the department, and used by occupants, without payment by the owner, until the vendor has replaced all such defective equipment with units conforming to the specifications. Installing vendors shall warrant the installation to be free of defects in workmanship and materials for a period of one year from the date of installation acceptance. Vendor shall respond to written complaints within five (5) days.</td>
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**State and City Sales Tax Exemption Certificate:** The undersigned claims an exemption from taxes under Chapter 26, Title 122A, Revised Civil Statutes of Texas, 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.

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10/09/2017

Purchasing Agent for
TEXAS A&M UNIVERSITY
Phone: 979-845-4570
ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES PRIOR TO SHIPPING.

ITEM | DESCRIPTION | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE
--- | --- | --- | --- | --- | ---
AGC | Insurance: 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 University 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 certified 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 cancelation or material

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The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Title 12A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this Purchase Order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

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10/09/2017

Purchasing Agent for
TEXAS A&M UNIVERSITY
Phone: 979-845-4576
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.

Warranty:
Vendor shall submit manufacturer's warranty with equipment.

Warranty is to begin upon the acceptance of equipment by Texas A&M University.

Parking:
For questions concerning parking, call 979-845-9700.

All vehicles parked on the Texas A&M University campus shall properly display a valid Texas A&M University parking permit.

The Texas A&M University Transportation Services supervises and coordinates all parking, transportation and traffic related functions on the campus.

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Purchasing Agent for
TEXAS A&M UNIVERSITY
Phone: 979-864-4570

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<td>1</td>
<td>Agilent 7890B Series GC Custom. Includes LAN interface, 7693 interface, 20-ramp oven program, 6 heated zones, 2 analog out, keyboard &amp; display pressure setpoints to 0.001 psi (0-99 psi). Per Quote 2347605</td>
<td>1</td>
<td>EA</td>
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<td>2</td>
<td>PAL3 RSI 85 Autosampler Bundle containing: 85cm rail, 1x D7/S7 Liq tool, terminal, power &amp; cables, 1x tray holder, 1x VTS4 rack, 1x standard wash module. Includes control sw g7388aa. Per Quote 2347605</td>
<td>1</td>
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<td>3</td>
<td>5977B Inert Plus MSD Turbo EI/CI Bundle includes Extractor EI Source, CI Source, Data System (Software, Monitor &amp; PC), additional G17 10PA Data License &amp; Ion Gauge Kit. Per Quote 2347605</td>
<td>1</td>
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10/09/2017
## Purchase Order Details

**Vendor**
AGILENT TECHNOLOGIES INC  
4187 COLLECTIONS CENTER DR  
CHICAGO, IL 60693-0001

**Shipment**
AGILENT TECHNOLOGIES INC  
4187 COLLECTIONS CENTER DR  
CHICAGO, IL 60693-0001

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### Item and Description

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<td>4</td>
<td>NIST 2014 MS Library Bundle includes 243k spectra with names, chemical structures, and retention indices. Includes MS/MS Spectra Lib, NIST search &amp; AMDIS programs. Per Quote 2347605</td>
<td>1 EA</td>
<td>4,661.650</td>
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<td>5</td>
<td>Cero MassWorks Accurate Mass Software Per Quote 2347605</td>
<td>1 EA</td>
<td>4,415.200</td>
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<td>GCMS 5977 Turbo System Adv Funct CrossLab Prev Maintenance - 5 yrs total CrossLab Bronze Govt/A cad - 5 yrs total Per Quote 2347605</td>
<td>1 EA</td>
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<td>METHOD AND APPLICATION CONSULTING - 3 days On-site Training/Consulting for Extended Familiarization of Agilent GCMS EI CI System w/ PAL 3 Sampler configured for Liquids, Headspace, and SPE. Per Quote 2347605</td>
<td>1 EA</td>
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**Vendor Quote:** 2347605  
**Phone:** 800-227-9770

**CC FY ACCOUNT NO. DEPT.**  
02 2017 240909-94960-8422 PLPM  
06 2017 505010-94960-8422  
06 2017 240929-94960-8422  
06 2017 505054-94960-8422  
02 2017 241098-94960-8422 PLPM

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**TEXAS A&M UNIVERSITY**  
**College Station, TX 77843-1477**  
**PURCHASE ORDER**  

**Issuer**  
TEXAS A&M UNIVERSITY  
PLANT PATHOLOGY/MICROBIOLOGY  
L F PETERSON RM 120  
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**Shipped to**  
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COLLEGE STATION TX 77843-2132  

**Vendor**  
X0003003005  
AGILENT TECHNOLOGIES INC  
4187 COLLECTIONS CENTER DR  
CHICAGO, IL 60693-0001  

Any exceptions to pricing or description contained herein must be approved by the Texas A&M Department of Procurement Services prior to shipping.  

Any terms and conditions set forth in the bid invitation become a part of this order.  

Please note: If your invoice is not addressed as instructed payment will be delayed.  

**Document Date:** 08/25/2017  
**Dept. Contact:** LAUREN BORISKIE  
**Phone No.:** 979-845-8296  

**SOLE SOURCE REASON:**  
THIS INSTRUMENT IS A MORE SENSITIVE VERSION TO AN INSTRUMENT EXPERIENCE W/VIA A  

**PCC CD:**  

**Type Fund:** L  
**Type Order:** LOC  

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**FOB:** DESTINATION FRT INCLUDED  

Texas A&M University cannot accept collect freight shipments.  

Failure to deliver—If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reason 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. No substitutions or cancellations permitted without prior approval of the Texas A&M Department of Procurement Services.  

The State of Texas is exempt from all Federal Excise Taxes.  

**STATE AND CITY SALES TAX EXEMPTION CERTIFICATE:** The undersigned claims an exemption from taxes under Chapter 20, Title 121A, Revised Civil Statutes of Texas, 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.  

**AGC**  

**Terms:**  

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

This Order is not valid unless signed by the Purchasing Agent.  

10/09/2017  

Purchasing Agent for  
TEXAS A&M UNIVERSITY  
Phone: 979-845-4570