



AggieBuy Contract (Master Order) Number
P052468-2

VENDOR

Remel Inc.
12076 Santa Fe Dr.
Lenexa, KS 66215
Contact: John Bolton
Phone: 214-629-2945
Email: john.bolton2@thermofisher.com

BILLING ADDRESS

Texas A&M Veterinary Medical Diagnostic
Laboratory - Disbursements
Do Not Mail Invoices
Email invoices to: apinvoices@ag.tamu.edu

SHIP TO ADDRESS

Texas A&M Veterinary Medical Diagnostic
Laboratory
Multiple Ship-to locations, see below

TERMS AND CONDITIONS:

This contract (master order) encompasses all of the specifications and terms & conditions of the original bid, # AM20-18-B001033. These supersede any other terms and conditions issued by the vendor.

PAYMENT TERMS:

Net 30 days upon receipt and acceptance of item or receipt of correct invoice, whichever is later.

SHIPPING TERMS:

F.O.B. Destination – Shipping included in the price of the item.

BLANKET ORDER:

The quantity shown on the contract (master order) is an estimate only based on past usage. This contract does not constitute a guarantee of purchase. Quantities will be ordered on an "as needed" basis. Any unused quantities as of August 31, 2019 shall be cancelled. Quantities may be increased or decreased, within reasonable limits. Upon award of the contract, the vendor must load contract pricing in their system with the understanding that all pricing contained here-in will be held firm for the contract term. Price increases during this time will not be acceptable. All invoices must reflect the price bid and must reference the purchase order number issued by Texas A&M Veterinary Medical Diagnostic Laboratory.

TERM OF CONTRACT:

September 1, 2018, through August 31, 2019

CONTRACT RENEWALS:

This contract (master order) may be renewed for three (3) additional years, one year at a time, if mutually agreeable to both parties with all the terms and conditions remaining firm.

Original bid number: AM20-18-B001033

Original contract number: AM20-18-P052468

Renewal #1 OF 4: P052468-2

Renewal #2 OF 4: 9/1/2019 – 8/31/2020

Renewal #3 OF 4: 9/1/2020 – 8/31/2021

Renewal #4 OF 4: 9/1/2021 – 8/31/2022

SHIPPING LOCATIONS:

All four (4) centers will utilize this blanket order, therefore shipping to all four (4) centers is required. Shipping addresses are as follows:

Texas A&M Veterinary Medical Diagnostic Laboratory
College Station Lab
1 Sippel Road
College station, Texas 77843

Texas A&M Veterinary Medical Diagnostic Laboratory
Amarillo Lab
6610 Amarillo Blvd. West
Amarillo, Texas 79106

Texas A&M Veterinary Medical Diagnostic Laboratory
Center Poultry Diagnostic Laboratory
635 Malone drive
Center, Texas 75935

Texas A&M Veterinary Medical Diagnostic Laboratory
Gonzales Poultry Laboratory
1162 East Sarah Dewitt Drive
Gonzales, Texas 78629

PRICE ADJUSTMENTS:

Vendors must request price adjustments, in writing, prior to each renewal date. If a vendor fails to request a CPI price adjustment 30 days prior to the adjustment date (renewal date), the adjustment will be effective 30 days after Texas A&M Veterinary Medical Diagnostic Laboratory receives their written request. No retroactive contract price adjustment will be allowed.

Price adjustments will be made in accordance with the percentage change in the U.S. department of labor consumer price index for urban wage earners and clerical workers (CPI-w, U.S. city average, all items) rounded to the nearest 1/10 of one (1) percent, for the appropriate periods.

Price decreases will be calculated in the same manner as price increase adjustments and will be taken automatically by the Texas A&M Veterinary Medical Diagnostic Laboratory.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the month of June prior to the contract renewal date each year and the CPI for the month of June the year prior. This figure will be the index point change for the two periods. The index point change is then divided by the CPI for the previous year, then multiplied by 100 to calculate the percentage change.

CANCELLATION:

Upon award, any order is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas legislature, or otherwise not made available Texas A&M Veterinary Medical Diagnostic Laboratory. Texas A&M Veterinary Medical Diagnostic Laboratory reserves the right to cancel the order at any time due to need.

VENDOR NON-COMPLIANCE:

This contract (master order) may be terminated should non-compliance with any of the terms and conditions become a factor.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL:

By executing this contract (master order), the vendor certifies it does not and will not, during the performance of this contract, boycott Israel. The vendor acknowledges this contract (master order) may be terminated if this certification is inaccurate.

CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS:

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the vendor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. The vendor acknowledges this contract (master order) may be terminated if this certification is inaccurate.

CONFLICT OF INTEREST:

By executing this contract (master order), the vendor and each person signing on behalf of the vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of the Texas A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by the A&M System, has direct or indirect financial interest in the award of this contract (master order), or in the services to which this contract (master order) relates, or in any of the profits, real or potential, thereof.

PUBLIC INFORMATION:

- a) The vendor acknowledges that the Agency is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this contract (master order), as well as any other disclosure of information required by applicable Texas law.
- b) Upon the Agency's written request, the vendor will provide specified public information exchanged or created under this contract (master order) that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to the Agency in a non-proprietary format acceptable to the Agency. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which the Agency has a right of access.
- c) The vendor acknowledges that the Agency is required to post a copy of the fully executed contract (master order) on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

Product Description	Item Number	Estimated Quantity	Unit Price	Extended Price
PLATE DRY VET GRAM+/GRAM- AUTO	YAVIAN1F	35	\$80.69	\$2,824.15
MASTITIS TWO ISOLATE MIC	CMV1AMAF	5	\$89.24	\$446.20
MCFARLAND STANDARD 0.5 NEPHELOMETER	YE1041	1	\$80.90	\$80.90
DOSEHEADS	YE3010	83	\$80.90	\$6,714.70
PLATE DRY VET EQUINE GRAM+/GRAM - AUTO	YEQUIN1F	121	\$77.79	\$9,412.59
PLATE SEALS	YG520NA	1	\$7.75	\$7.75
RAPIDLY-GROWING MYCOBACTERIUM	YRAPMYCO	11	\$77.79	\$855.69

MUELLER-HINTON BROTH W/TES	YT3462	83	\$53.93	\$4,476.19
STANDARD COMPANION GRAM POSITIVE PANEL	YCOMP1F	305	\$79.18	\$24,149.90
STANDARD COMPANION GRAM NEGATIVE PANEL	YCOMP2F	296	\$79.18	\$23,437.28
PLATE DRY VET GRAM+/GRAM- AUTO	YBOPO7F	26	\$116.00	\$3,016.00
			Total:	\$75,421.35

Noel Mason
Buyer II

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