# TEXAS A&M ENGINEERING EXTENSION SERVICE

# College Station, TX 77843-1477

# PURCHASE ORDER

GSC COPY

Order Date: 02/22/2018

VENDOR GUARANTEES MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.

ALL TERMS AND CONDITIONS SET FORTH IN THE BID INVITATION BECOME A PART OF THIS ORDER.

## INCLUDE P.O. NUMBER ON ALL CORRESPONDENCE AND PACKAGES

M890199

## Vendor:

X0014383002

FLASHBAY INC

569 CLYDE AVE STE 500

MOUNTAIN VIEW, CA 94043-2257

## Invoice To:

TX A&M ENGINEERING EXTEN SRVC

TEEX EMERGENCY SVCS TRNG INST

ACCOUNTS PAYABLE

P.O. BOX 40006

COLLEGE STATION TX 77842

## Ship To:

TX A&M ENGINEERING EXTEN SRVC

TEEX EMERGENCY SVCS TRNG INST

BRAYTON FIRE FIELD

1595 NUCLEAR SCIENCE RD.

COLLEGE STATION TX 77843

PLEASE NOTE:

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

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

## LOCAL FUNDS/UNRELEASED PO

THIS PO WAS PROCESSED AS AN UNRELEASED PO. PLEASE PROCESS THE PAYMENT THROUGH AP AS YOU WOULD ALL OTHER PO PAYMENTS

## USER REF:

T250000-1574

## NAICS CODE

336320

## SIZE STANDARD:

1000 EMPLOYEES

## ORDERS WILL BE PLACED ON AN “AS NEEDED” BASIS BY THE END USER DEPARTMENT.

MASTER AGREEMENT TO BE FOR THE TIME PERIOD OF DATE OF AWARD THROUGH AUGUST 31, 2019.

Texas A&M University is issuing this master order to provide a blanket agreement for flashbay power chargers for Texas A&M Engineering Extension Service Emergency Services Training Institute (TEEX/ESTI) per the terms, conditions, and specifications listed on bid B890014.

## VENDOR CONTACT:

Matt Kusanovich

### Phone:

650-938-3500

### Fax:

718-732-2653

### Email:

[mk@flashbay.com](mailto:mk@flashbay.com)

## TEEX CONTACT:

MAMIE BREWER

### Phone:

979-862-2655

### Email:

[MAMIE.BREWER@TEEX.TAMU.EDU](mailto:MAMIE.BREWER@TEEX.TAMU.EDU)

## Cancellation:

Texas A&M University reserves the right to cancel immediately due to non-performance.

This agreement 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 to the using agency. Texas A&M University reserves the right to cancel with a thirty (30) day written notice.

## 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.

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 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.

## Delivery Schedule:

Delivery within 7-19 calendar days after receipt of order.

## Warranty:

Vendor shall submit manufacturer's warranty with equipment.

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

## Payment:

Payment is net 30 after receipt of invoice and products.

## Renewal:

Texas A&M University reserves the right to renew this agreement for an additional three (3) 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, 2019.

Failure by vendor to insert escalation ceiling indicates an escalation percent not to exceed zero percent (0%). Escalation percent will be used in the bid evaluation for all optional renewals.

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.

* 1st Renewal Year: 9/1/2019 - 8/31/2020 50 %
* 2nd Renewal Year: 9/1/2020 - 8/31/2021 60 %
* 3rd Renewal Year: 9/1/2021 - ·0/31/2022 70 %

Orders will be placed on an "As Needed Basis".

Estimate ordering 5,000 per order three (3) to four (4) times a year.

Quantities listed are estimates only, and are in no way a guarantee of purchase. Any unordered quantities at the end of the term (August 31 of the given term year) will be automatically cancelled.

### *Chargers to be Logo Branded*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ITEM | DESCRIPTION | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE |
|  | Flashbay Power Chargers 2600MAH Element Silver with Black end caps PR2717947 or Equivalent. | 5,000 | EA | 4.100 | 20,500.00 |
|  | Estimated Fright Charges:  Quote shipping F.O.B. destination, freight prepaid and included in the cost.  If quoting otherwise, show exact delivery cost and who bears cost if not included in the unit price and indicate who bears responsibility for any shipping claims that might arise. All equipment must be fully insured against loss and damage during shipping. | 1 | EA | 25.000 | 25.00 |
|  |  |  |  | TOTAL | 79,400.00 |

## VENDOR QUOTE:

B890014

## VENDOR REF:

JANET ABKE

### PHONE:

979-862-2655

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| cc | FY | ACCOUNT NO. | DEPT. | UNIT PRICE | EXTENDED PRICE |
|  |  |  |  |  |  |

## DOCUMENT DATE:

02/21/2018

## DEPT. CONTACT:

MAMIE BREWER

### PHONE NO.:

### 979-862-2655

## PCC CD:

## TYPE FUND:

L TYPE ORDER: HIED

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 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 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.

## Terms:

N 30

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY: 08/31/2019

This Order is not valid unless signed by the Purchasing Agent

**Signature inserted here.**

Purchasing Agent for

TEXAS A&M ENGINEERING EXTENSION SERVICE

Phone: 979-845-4570