

**COUNTY OF HIDALGO - URBAN COUNTY PROGRAM**

**Price Quotation Form**

Price Quotation Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

**VENDOR #1** Name: Beckman Coulter, Inc. Person Contacted: Stephen Hughes  
 Phone #: 1-832-985-9469

Item #	Description of Items	Quantity	Price Per unit	Total Amount
1	Microbiology Analyzer	1	49,990.00	49,990.00
2	LIS Middleware	1		
3		4		
4				
5				
6				
<b>TOTAL:</b>				<b>49,990.00</b>

**VENDOR #2** Name: BD Person Contacted: Steven Wilson  
 Phone #: 1-210-243-8942

Item #	Description of Items	Quantity	Price Per unit	Total Amount
1	Microbiology Analyzer	1	39,000.00	39,000.00
2	LIS Middleware	1	12,000.00	12,000.00
3				
4				
5				
6				
<b>TOTAL:</b>				<b>51,000.00</b>

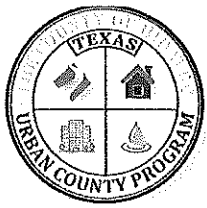
**VENDOR #3** Name: McLesson Person Contacted: Darren Houck  
 Phone #: 1-817-683-8292

Item #	Description of Items	Quantity	Price Per unit	Total Amount
1	Microbiology Analyzer	1	65,302.00	65,302.00
2	LIS Middleware	1	15,000.00	15,000.00
3	Shipping/Freight	1	1,690.98	1,690.98
4				
5				
6				
<b>TOTAL:</b>				<b>81,992.98</b>

Recommendation: Beckman- has the lowest responsible/best value price of equipment and software

Requested by:  5-2-23  
 (USE BLUE INK) Date

**UCP APPROVAL**  
 Division Manager or Director  5/10/23  
 (USE BLUE INK) Date



# URBAN COUNTY PROGRAM

1916 TESORO ST. • PHARR, TEXAS 78577 • (956) 787-8127 FAX (956) 318-2988 • E-MAIL:ucp@co.hidalgo.tx.us

## REQUEST FOR QUOTE

**Project Name: CDBG-CV HC Health Facility Improvements**

Hidalgo County Urban County Program is requesting a quote for the procurement of one (1) Microbiology Analyzer

All quotes must contain a price and terms of a delivery date with a validity period of at least forty five (45) days. If you are unable to provide us with a quote please indicate so in writing.

All questions or discussions on this request for quotation must be directed to:  
**Lupita V. Garcia, CDBG Division Manager.**

All quotes must be submitted no later than **Monday, April 28, 2022 by 3:00 pm**

Note: Notice of tax exempt (if selected) tax exempt form shall be provided.

Contact: <b>Lupita V. Garcia, UCP CDBG Division Manager</b>	Phone: (956) 787-8127 x 2237 Email: <a href="mailto:guadalupe.garcia@co.hidalgo.tx.us">guadalupe.garcia@co.hidalgo.tx.us</a>		
Description	Qty.	Unit Price	Extended Price
CLINICAL MICROBIOLOGY Analyzer	1	\$39,000.00	\$39,000.00
LIS Middleware	1	\$12,000	\$12,000
<b>Shipping/Freight</b>			
<b>Total</b>			\$51,000.00

**Steven Wilson**

**04/24/23**

\_\_\_\_\_  
Representative Name

\_\_\_\_\_  
Date

[Steven.g.wilson@bd.com](mailto:Steven.g.wilson@bd.com)

**210-243-8942**

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone



# BD PHOENIX BUDGETARY QUOTE

Prepared for Health And Human Services Hidalgo County

Customer Information  
 Customer Contact:  
 City, State:  
 GPO Affiliation:

Veronica Caste  
 Edinburg, TX  
 Other

Quotation date: 26-Jan-23  
 Expiration date: 26-Apr-23

Key Contract Parameters  
 Contract Term (years): 5  
 Price Protection (months): 12  
 Annual Price Increase: 3%  
 Purchase Channel: Direct from BD

Financing Methodology  
 Instrument: Cash  
 Service: Service Contract

Instruments	SKU	Qty	Fair Market Value	Total FMV	Purchase Method
BD Phoenix AP Instrument	445010	0		\$0	Cash
BD Phoenix M50 Instrument	443624	1	\$35,000	\$35,000	Cash
BD Bruker MALDI Sirius CA	1850133	0		\$0	Cash
BD Bruker MALDI Sirius One CA	1850233	0		\$0	Cash
BD Bruker MALDI Smart Biotype CA	8604784	0		\$0	Cash
BD Bruker MALDI Smart Biotype RUO	8605200	0		\$0	Cash
MBT Pilot System	1822041	0		\$0	Cash
MBT Galaxy System	1821269	0		\$0	Cash
BD EpiCenter NUC Computer	444105	0		\$0	Cash
BD Epi NUC Computer	444162	1	\$4,000	\$4,000	Cash
<b>Total</b>				<b>\$39,000</b>	

Software & Accessories	SKU	Qty	Fair Market Value	Total FMV	Purchase Method
BD EpiCenter Plus Software	440897	1	\$10,000	\$10,000	Cash
BD EpiCare Module	440960	0		\$0	Cash
BD Sentinel Module	441185	0		\$0	Cash
BD EpiCenter Multiuser License (Qty 5)	440951	0		\$0	Cash
BD Phoenix M50 Starter Kit	443625	1	\$0	\$0	Cash
BD Phoenix UPS	445880	1	\$2,000	\$2,000	Cash
BD BACTEC FX40 Adapter Plate	443873	0		\$0	Cash
BD Earthquake Kit	443407	0		\$0	Cash
BD Phoenix Tablet	441624	0		\$0	Cash
BD Phoenix AP Additional Barcode Kit	441648	0		\$0	Cash
BD EpiCenter MALDI Interface Software	441030	0		\$0	Cash
BD Nephelometer	440910	0		\$0	Cash
BD Additional Nephelometer	440910	0		\$0	Cash
MSP Adapter for Disposable Biological Plate - RUO	1828014	0		\$0	Cash
MBT Fluorescence Panel Library - RUO	8264705	0		\$0	Cash
MBT Security Library	1850766	0		\$0	Cash
MBT Mycobacteria Library - RUO	1842250	0		\$0	Cash
MBT Subtyping Module - RUO	1828897	0		\$0	Cash
MBT Satellite Module - RUO				\$0	Cash
<b>Total</b>				<b>\$12,000</b>	

Warranty & Service	Type	SKU	Qty	FMV (yr)	Total FMV	Purchase Method
BD Phoenix AP Instrument	Comprehensive	430647	0		\$0	Service Contract
BD Phoenix M50 Instrument		430651	1	\$4,768	\$4,768	Service Contract
BD Bruker MALDI Sirius CA		0	0		\$0	Service Contract
BD Bruker MALDI Smart Biotype CA		0	0		\$0	Service Contract
BD Bruker MALDI Smart Biotype RUO		0	0		\$0	Service Contract
BD NUC Computer	Comprehensive	0	1	\$980	\$980	Service Contract
<b>Total</b>					<b>\$4,768</b>	

Initial Instrument Warranty (yrs):

Consumables	SKU	Unit Price	Annual Unit Volume	Kit Price	Annual Kit Volume	Annual Commitment
UID Panel (25 Panels/Case)	445007		0		0.0	
PID Panel (25 Panels/Case)	445008		0		0.0	
Yeast ID Panel (25 Panels/Case)	445318		0		0.0	
NMIC (25 Panels/Case)	44947X		0		0.0	
NMIC CPO (25 Panels/Case)	449283		0		0.0	
PMIC (25 Panels/Case)	449416		0		0.0	
PMIC (25 Panels/Case)	449417		0		0.0	
PMIC (25 Panels/Case)	449418		0		0.0	
PMIC (25 Panels/Case)	449419		0		0.0	
PMIC Emergo (25 Panels/Case)	448071		0		0.0	
NMIC Emergo (25 Panels/Case)	449452		0		0.0	
NMIC Emergo CPO (25 Panels/Case)	449294		0		0.0	
PMIC Emergo CPO (25 Panels/Case)	449292		0		0.0	
SMIC (25 Panels/Case)	446036		0		0.0	
NMIC/ID CPO (25 Panels/Case)	449289	\$7.65	2,000	\$191.25	60.0	\$15,300
NMIC/ID CPO (25 Panels/Case)	449282		0		0.0	
PMIC/ID (25 Panels/Case)	446605		0		0.0	
PMIC/ID (25 Panels/Case)	448509		0		0.0	
PMIC/ID (25 Panels/Case)	448607	\$7.65	2,000	\$191.25	60.0	\$15,300
PMIC/ID (25 Panels/Case)	446608		0		0.0	
PMIC/ID (25 Panels/Case)	448509		0		0.0	
SMIC/ID (25 Panels/Case)	448502	\$8.15	1	\$203.76	0.0	\$9
ID Broth (100 Vials/Case)	246031	\$0.59	4,001	\$58.50	40.0	\$2,341
AST Broth 8 mL (100 Vials/Case)	246033	\$0.59	4,000	\$58.50	40.0	\$2,340
AST Broth 4.5 mL (100 Vials/Case)	246011	\$0.69	0	\$58.50	0.0	\$0
AST S Broth (100 Vials/Case)	246007	\$0.69	1	\$58.50	0.0	\$1
AP ID Broth (5 Bags/Case)	448012	\$0.09	0	\$157.50	0.0	\$0
AST Indicator (10 Vials/Case)	246004	\$0.12	4,000	\$118.16	4.0	\$4.73
AST S Indicator (10 Vials/Case)	246009	\$0.12	1	\$118.15	0.0	\$0
AP AST Indicator (10 Vials/Case)	246036	\$0.08	0	\$112.50	0.0	\$0
Pneocis Tins (1832 ea/Case)	446037	\$0.10	4,001	\$157.50	2.5	\$389
AP Pneocis Tins (969 ea/Case)	446038	\$0.65	0	\$264.60	0.0	\$0
BD Phoenix Spoc Calibrator Kit (Manual)	440911	\$395.32	0	\$395.32	0.0	\$0
BD Phoenix Spoc Calibrator Kit for AP	441951	\$344.34	0	\$344.34	0.0	\$0
Bottle Waste Phoenix Ag (10 Vials/Case)	440014	\$15.40	0	\$164.00	0.0	\$0
Tubing Dispenser Phoenix Ag (5 ea/Case)	448013	\$55.50	0	\$278.00	0.0	\$0
Tray for Phoenix Ag (25 ea/Case)	448013	\$3.92	0	\$58.80	0.0	\$0
Labels Medium Barcode EpiCenter	441603	\$8.25	0	\$76.00	0.0	\$0
US IVD Disposable Biotargets - 66 spot	1840390	\$20.20	0	\$394.00	0.0	\$0
HCCA - 10 Tubes, 200 Spots Each - IVD	8604531	\$443.66	0	\$443.66	0.0	\$0
Bacterial Test Standard - 5 Tubes, 40 Spots E	8604530	\$765.68	0	\$765.68	0.0	\$0
MBT Separator Kit - 50 per Kit - US IVD	1867665	\$10.00	0	\$500.00	0.0	\$0
<b>Total</b>						<b>\$36,148</b>

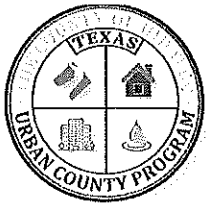
Other Value-Added Items	Qty	Item Value	Total Value	Purchase Method
	0	\$0	\$0	Included
	0	\$0	\$0	Included
	0	\$0	\$0	Included
	0	\$0	\$0	Included
	0	\$0	\$0	Included
	0	\$0	\$0	Included
	0	\$0	\$0	Included

Other Important Terms that will be part of a contract resulting from this Quote:

- Payment Terms for all direct purchases from BD are net 30 days
- Shipping of direct purchases from BD is FOB Destination, Pre-pay and Add for consumables and FOB Destination, Pre-pay and Add for instrumentation
- Customer may be subject to certain disclosure requirements under Section 11288(b)(3)(A) of the Social Security Act (42 U.S.C. Sec. 1320a-7b(b)(3)(A))
- Other Terms & Conditions as applicable, subject to BD's most current General Terms & Conditions for the type of Agreement proposed

This Quote does not constitute a contract and is intended for financial planning purposes only. All prices in this proposal are subject to approval by the BD Contracting & Pricing department and acceptance of the terms and conditions set forth in the final contract signed by both parties.

The information disclosed in this Quote is considered confidential and intended for review by the above listed institution and BD only.



# URBAN COUNTY PROGRAM

1916 TESORO ST. • PHARR, TEXAS 78577 • (956) 787-8127 FAX (956) 318-2988 • E-MAIL:ucp@co.hidalgo.tx.us

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**Lupita V. Garcia, CDBG Division Manager.**

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Contact: <b>Lupita V. Garcia, UCP CDBG Division Manager</b>		Phone: (956) 787-8127 x 2237 Email: <a href="mailto:guadalupe.garcia@co.hidalgo.tx.us">guadalupe.garcia@co.hidalgo.tx.us</a>	
Description	Qty.	Unit Price	Extended Price
CLINICAL MICROBIOLOGY Analyzer	1	\$49,990.00	\$49,990.00
LIS Middleware	1	\$0	\$0
Shipping/Freight			
<b>Total</b>			\$49,990.00

**Stephen Hughes**

**04/24/23**

\_\_\_\_\_  
Representative Name

\_\_\_\_\_  
Date

[shhughes@beckman.com](mailto:shhughes@beckman.com)

**832-985-9469**

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone

# Expressly Prepared For:

COUNTY OF HIDALGO TEXAS  
1304 S 25TH AVE  
HEALTH DEPARTMENT  
EDINBURG, TX 78542-7205





250 South Kraemer  
Boulevard  
P.O. Box 8000  
Brea, California 92821-8000



Initial Agreement Term: 60 months

BCI Customer No: 11389896

Quote No: 2023-2678515751

**CUSTOMER BILL TO:**

**CUSTOMER SHIP TO:**

73395925  
COUNTY OF HIDALGO TEXAS  
1304 S 25TH AVE  
HEALTH DEPARTMENT  
EDINBURG, TX 78542-7205

Beckman Coulter Representative(s): Stephen Hughes shhughes@beckman.com

**PURCHASE AGREEMENT**

This "Agreement" was prepared for ("Customer," also "you" or "your") at the above "Bill To" address by Beckman Coulter, Inc. ("Beckman Coulter," also "our," "we" or "us") and contains the terms and conditions that will apply for you to obtain the Products and Services. This Agreement consists of: I) Products and Services, and II) Terms and Conditions. In consideration of the mutual promises and conditions herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I. PRODUCTS AND SERVICES**

**EQUIPMENT**

We will provide the "Equipment" listed in the table below.

Part #	Equipment Description	Type	Acquisition Option	Qty	List Price	Your Price	Net Price	Monthly
B1018-340	WA 40 PLUS SYSTEM	New	Purchase	1	\$123,548.10	\$49,990.00	\$49,990.00	N/A

**Total Purchase Price (including Hardware/Misc Parts) \$49,990.00**

**MISC PARTS**

Part #	Equipment Description	Acquisition Option	Qty	List Price	Your Price	Net Price	Monthly
C24162	LabPro V5.0 System DVD Kit (US)	Purchase	1	\$1,990.00	Included	Included	N/A

**Purchase Price (Included in Total Purchase Payment)**



250 South Kraemer  
Boulevard  
P.O. Box 8000  
Brea, California 92821-8000

**AGREEMENT**

Initial Agreement Term: 60 months

BCI Customer No: 11389896

Quote No: 2023-2678515751

**SERVICES**

We will provide the "Services" listed below. You must purchase such "Services", either by paying the annual price indicated or by paying the Total Monthly Service Payment under this Agreement for each month of the Term.

**Annual Service Pricing per Equipment Quantity**

Description	Service Type	Payment Start Month	Year 1	Year 2	Year 3	Year 4	Year 5
WA40 Plus DxS Protection Service Package (8x5)	8x5	N/A	Warranty	\$7,927.50	\$7,927.50	\$7,927.50	\$7,927.50

**Total Service Payment \$31,710.00**

Standard services coverage and terms provided as part of a total service agreement are specified at <https://www.beckmancoulter.com/en/support/service-terms-and-conditions> and incorporated herein.

**TRAINING**

As part of the price for certain Equipment listed under this Agreement, Beckman Coulter will provide you with customer training as specified below. At least one key operator from your staff must attend the specified training within sixty (60) days from the Effective Date or as soon thereafter as possible if Beckman Coulter does not have available training slots during this sixty (60) day period. If Beckman Coulter determines that additional training is necessary during the term of this Agreement, Beckman Coulter will provide the training at Beckman Coulter's convenience. Factory-based training includes tuition, airfare, appropriate course materials, which may be in electronic media, reasonable lodging and meals. You must pay all incidental, optional, and personal expenses. All persons you designate for the training must have sufficient qualifications and expertise to operate the Equipment.

Description	Qty	Included Training Slots per Instrument	Additional Training Slots per Instrument	Location of Training	Additional Training Price per Instrument
WA 40 PLUS SYSTEM	1	1	N/A	Factory Based	N/A

## II. TERMS AND CONDITIONS

- 1. Term.** If this is a purchase, this Agreement begins on the latest date below a party's signature (the "Effective Date") and ends 12 months after the first shipment of Product specified in this Agreement (the "Initial Agreement Term").
- 2. Price.** The prices you must pay for the Products and Services are as stated in this Agreement. In addition to the stated prices, you must pay for all taxes and fees imposed on the sale or use of the Products, including without limitation property taxes (if applicable) imposed on Beckman Coulter for the Equipment, and any other governmental charges imposed on Beckman Coulter relating to the Products and all shipping and handling, freight, insurance, and other services. Customer will be responsible for and shall reimburse BCI for any taxes imposed by any federal, state, or local governmental jurisdiction on the Products shipped to or located at Customer's facilities, including but not limited to sales, use, excise and property taxes. In the event that Customer is exempt from certain taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (i) Customer maintains a valid tax exemption certificate throughout the term of this Agreement; (ii) Customer provides BCI with a copy of such certificate; and (iii) such tax exemption is allowable and transferable to BCI, then BCI will not seek reimbursement from Customer for such Exempt Taxes. In the event that any taxes are outside the scope of the tax exemption certificate, Customer will remain responsible for such taxes. Any property taxes assessed to BCI for products leased or rented to Customer will be passed on to the Customer and Customer will be responsible for reimbursing BCI for such taxes.
- 3. Payment Terms & Collection Costs:** Payment under this Agreement is due 30 days from the invoice date. Payments shall be made only by check, Automated Clearing House (ACH), or wire transfer according to Beckman's directions. If you fail to pay an invoice by the due date, Beckman Coulter will be entitled to charge you a late fee and interest on all amounts due at the rate of the lesser of 1½% per month or the maximum legal interest rate. If, at any time, Beckman Coulter becomes insecure about your creditworthiness, Beckman Coulter may require alternative payment terms or assurances of your performance. If you fail to comply with such alternative payment terms or provide adequate assurances, Beckman Coulter may declare you to be in default. Upon default, you agree to pay all collection costs Beckman Coulter incurs, including without limitation reasonable attorneys' fees and expenses.
- 4. Delivery; Acceptance; Returns.** Beckman Coulter will ship Products within a reasonable time after Beckman Coulter receives your purchase order, or if this Agreement states a proposed shipment date, on or around such date. Beckman Coulter will endeavor to meet any delivery date specified in any purchase order but is not liable for failing to meet the delivery date. Equipment will be deemed accepted by you upon shipment of the Equipment. Instruments will be shipped F.O.B. shipping point with all costs of transportation and insurance being paid by Customer. All other Products will be shipped F.O.B. shipping point with all costs of transportation and insurance being prepaid and added to Customer's invoice. Any changes to BCI's shipping method requested by Customer may be subject to a fee. Rented (if applicable) Equipment, if any, will be deemed accepted by you 60 days from shipment of such Equipment unless you have notified Beckman Coulter in writing of any defect or non-conformity prior to that date. Consumables and test kits will be deemed accepted by you upon shipment. You must report to Beckman Coulter, in writing, any claims for missing or defective Consumables or test kits within 15 days from your receipt of the Consumable or test kit. Defective, non-conforming or missing Products will be addressed according to the warranty provisions of Section 6. Product returns will be accepted at Beckman Coulter's discretion and may be subject to a restocking charge.
- 5. Use and Maintenance.** You agree to: (i) use the Products and Services solely for your own use and not sell or redistribute the Products or Services to a third party; (ii) maintain, use, and store the Products as provided in their manuals or labeling; (iii) not misuse or abuse the Products; and (iv) promptly pay all applicable taxes (including property taxes if applicable), assessments, license fees and other charges when levied or assessed against the Products or the ownership or use of them. Further in case of rented (if applicable) Products you agree to (a) promptly discharge any lien other than Beckman Coulter's that may arise or attach to the Products; (b) not remove the Products or any part of any Products from the "Customer Ship to" location stated in this Agreement; (c) use only reagents supplied or otherwise approved by Beckman Coulter for use with the Equipment and (d) not make any alterations, additions or improvements to the Equipment without Beckman Coulter's prior written consent.
- 6. Limited Warranty and Disclaimer.** Subject to the below exceptions and conditions, Beckman Coulter warrants to you that (i) the Equipment will perform in all material respects in accordance with the applicable operator manual, which are available at the Beckman Coulter website, for 12 months from the acceptance date, (ii) Beckman Coulter reagents provided under this Agreement will conform and perform in all material respects in accordance with the applicable labeling for the lesser of the expiration date set forth on such label or 12 months from the delivery date if no date is specified on such label and (iii) Services will be performed in a workmanlike manner. If a Product defect develops under normal and proper use during the warranty period, Beckman Coulter will, at Beckman Coulter's option, and without charge, either repair, during Beckman Coulter's normal business hours, or replace the non-conforming Product. Your exclusive remedy for missing or defective Products will be, at Beckman Coulter's option, the repair or replacement by Beckman Coulter of the Products. The original warranty period will be in effect on any repaired or replaced Products. If Beckman Coulter replaces any part under this warranty or as a result of any Services performed, Beckman Coulter will own the replaced part. Your exclusive warranty for Services not performed in a workmanlike manner will be re-service of the applicable instrument. If a third party manufactured product is supplied to you pursuant to this Agreement (such as software, printers, or personal computers), Beckman Coulter assigns to you any rights that may exist under the warranty provided by the manufacturer. Beckman Coulter does not, however, warrant the performance of the third party manufactured product or provide any remedy for failure of the third party product to perform. Your exclusive remedy is any remedy that may exist under the warranty rights passed through to you under this section. **THE WARRANTIES IN THIS SECTION ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ARE YOUR EXCLUSIVE REMEDIES RELATING TO PERFORMANCE OF THE PRODUCTS OR SERVICES. BECKMAN COULTER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY ABOUT THE MERCHANTABILITY OF THE PRODUCTS, INFRINGEMENT OR THEIR FITNESS FOR A PARTICULAR PURPOSE. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THE TERM OF THIS AGREEMENT.**
- 7. Limitations on Services.** You will be responsible for, and Beckman Coulter's service and warranty obligations under this Agreement will not apply to, repairs, replacements or claims resulting from (i) your failure to properly perform the service and maintenance required in the operator's manual for the Equipment, (ii) repairs or relocation of the Equipment by persons other than those authorized by us, (iii) replacements

## II. TERMS AND CONDITIONS

with parts, components and materials not supplied by Beckman Coulter, (iv) misuse, abuse, negligence, negligent operation of or improper storage of any Product, (v) alterations, modifications, disassembly, repair or tampering by any person other than Beckman Coulter's authorized service personnel unless repair by others is made with the written consent of Beckman Coulter; (vi) using unauthorized non-Beckman Coulter brand accessories, reagents, calibrators, consumable or supplies with the Equipment, (vii) environmental conditions outside the recommended range of the Product, such as electrical supply, temperature, or humidity or (viii) other factors beyond Beckman Coulter's control, such as fire, explosion or flood. Representations and warranties made by any representatives, salespersons or agents of Beckman Coulter, which are inconsistent or in conflict with or in addition to the terms of this Agreement, will not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.

**8. Limitation of Liability.** BECKMAN COULTER'S TOTAL LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT MONEY DAMAGES NOT TO EXCEED THE AMOUNT PAID BY YOU UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING THE DATE THAT THE CLAIM FIRST ACCRUED. THIS LIABILITY LIMIT IS CUMULATIVE AND ALL DAMAGES PAID TO YOU UNDER THIS AGREEMENT WILL BE AGGREGATED IN CALCULATING THE SATISFACTION OF BECKMAN COULTER'S LIABILITY LIMIT. BECKMAN COULTER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT YOU MAY INCUR FROM DELAYED SHIPMENT OR PRODUCT SELECTION, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT, WARRANTY OR OTHERWISE. BECKMAN COULTER WILL HAVE NO LIABILITY TO YOU, OR ANY THIRD PARTIES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PENAL LOSS OR DAMAGE OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), EVEN IF BECKMAN COULTER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. No action arising out of this Agreement or any transaction pursuant to this Agreement, may be brought by you more than one year after the date the cause of action accrued. This section will survive the termination or expiration of this Agreement.

**9. Default.** Any of the following events or conditions will be deemed a default under this Agreement: (i) Beckman Coulter has not received any required payment in full, including but not limited to payments for invoices and shortfall amounts, within 30 days after such payment is due; (ii) you become insolvent, are liquidated or dissolved, institute bankruptcy proceedings or make an assignment for the benefit of creditors; (iii) you are in breach of any other agreement (which relates to this Agreement) between you and Beckman Coulter or any affiliate of either; (iv) you attempt to redistribute the Consumables or remove, sell, transfer, encumber, part with possession of, or sublet the Products in breach of this Agreement; (v) you submit any credit or other information to Beckman Coulter that is untrue or misleading in any material respect or (vi) you breach any other term or condition of this Agreement or any other agreement you have with Beckman Coulter and fail to correct such violation within 30 days after receipt of written notice from Beckman Coulter.

Upon default, Beckman Coulter may, at Beckman Coulter's option and without notice or demand, terminate any or all portions of this Agreement. Upon termination, Beckman Coulter may issue an invoice (a "Termination Invoice") to you for an amount equal to the total of (i) all past due amounts, plus (ii) the number of months remaining in the rental (if applicable) term before maturity multiplied by the total monthly rental payment, the product of which will be discounted to the date of the default at six percent (6%) per year, but only to the extent required by law, plus (iii) the lesser of: (a) the amount that you would have paid if the Products or Services delivered had been purchased individually at the non-discounted and non-bundled price, or (b) an amount equal to 60% of the Contracted Remainder. The "Contracted Remainder" is defined as the amount that you would have paid if you had fully performed your obligations to purchase the Minimum Annual Commitments for the then current term. In addition, Beckman Coulter reserves the right to be compensated for a portion of all expenses incurred by Beckman Coulter because of your agreeing to fulfill the Minimum Annual Commitments, which expenses may include without limitation all training, installation, shipping and delivery expenses (the "One Time Expenses"). The percentage of these One Time Expenses that is recoverable will be calculated by dividing the Contracted Remainder by the total revenue that would be paid to Beckman Coulter under this Agreement if you were to fully perform all your obligations. You agree to pay any Termination Invoice within 30 days of its date. Payment of the Termination Invoice does not preclude Beckman Coulter from seeking or enforcing any other right or remedy available to Beckman Coulter under law or in equity. Beckman Coulter does not waive any rights by accepting overdue payments. During any period in which you are in default of any provision of this Agreement or any other agreement you have with Beckman Coulter, Beckman Coulter will be under no obligation to comply with any of its obligations under this Agreement or any other agreement you have with Beckman Coulter. Such nonperformance will not be a breach of this Agreement and you expressly waive that nonperformance as a defense in any action. Because both of us understand the difficulty in estimating Beckman Coulter's damages upon default, you agree that the provisions of this section represent an agreed measure of Beckman Coulter's actual damages and are not to be deemed a penalty or forfeiture. Beckman Coulter will have no obligation, whether under statute or otherwise, to sell, lease or otherwise use or dispose of any Equipment in mitigation of Beckman Coulter's damages.

**10. Software.** For Equipment containing software, no title, right or interest in the software is transferred to you except as expressly provided herein. The software component of the Equipment is licensed to you only for its use with the Equipment. The software may not be disclosed or distributed in whole or in part to third parties or duplicated in any form or medium except as necessary for program execution or archival storage. Further, you may not modify, sublicense, disassemble, decompile, or otherwise reverse-engineer the software. The software may contain or be delivered with one or more components, which may include third-party components, identified in the documentation, readme.txt file, or third-party click-accept (the "Identified Component(s)") as being subject to different license agreement terms, disclaimers of warranties, limited warranties or other terms and conditions (collectively, "Additional Terms") than those set forth herein. You agree to the applicable Additional Terms for any such Identified Component(s). Such Identified Component(s) are the sole responsibility of the licensor of that Identified Component and Beckman Coulter is not responsible for any Identified Component, whether or not Beckman Coulter reviewed or modified such component.

**11. Confidentiality.** The information in this document is confidential and proprietary. The receiving party of confidential information shall, keep in confidence all of the confidential information received by it. The receiving party shall take reasonable steps to prevent unauthorized disclosure or use of the confidential information provided and to prevent it from falling into the public domain or into the possession of unauthorized persons. The receiving party shall not disclose confidential information it received to any person or entity other than its officers,

## II. TERMS AND CONDITIONS

employees and consultants who need access to such confidential information in order to affect the intent of this Agreement and who have entered into confidentiality agreements sufficient to enable the compliance with this section. Notwithstanding the foregoing, in no event shall confidential information be disclosed to third parties including but not limited to MD Buyline, ECRI Institute or other similar organization. The receiving party will not have an obligation to protect any confidential information which: (i) is or becomes publicly available other than as a result of an act or failure to act by the receiving party; (ii) is lawfully obtained, directly or indirectly, from a non-party which was under no obligation of confidentiality; or (iii) is required by law to be disclosed. Any use or disclosure of this information for any purpose other than that for which it has been provided may cause substantial competitive harm to Beckman Coulter and is prohibited.

**12. Regulatory Requirements.** You acknowledge your obligation to inform your employees, consultants and associates who will use the Products of Beckman Coulter's labeling literature and related notices that Beckman Coulter provides to you. The parties acknowledge that the pricing for the Products and Services hereunder have been determined through good faith and arms-length negotiation to be the fair market value of the products or services. No amount paid or reimbursed hereunder is intended to be, nor shall it be construed as, an offer or payment made, whether directly or indirectly, to induce the referral of patients, the purchase, lease, or order of any item or service from Beckman Coulter, or the recommending or arranging for the purchase, lease, or order of any item or service from Beckman Coulter. If you file any cost reports or claims for reimbursement with federal or state health care programs, you will fully and accurately disclose and claim the amount of any discount or rebate in accordance with any applicable federal and state statutes and regulations. The parties will comply with all applicable laws and regulations, including all laws and regulations relating to the protection of patient health information. You acknowledge that the Equipment is not generally operated in patient care areas and agree that you will not subject Beckman Coulter's personnel to access requirements greater than those specifically recommended by the Joint Commission for health care representatives without regular access to patient care areas.

**13. Force Majeure.** Except for payment obligations hereunder, neither party will be liable for any delay or failure to perform under this Agreement due to causes beyond a party's reasonable control, such as acts of God, war or other hostility, acts of terrorism, civil disorder, the elements, fire, power failure, equipment failure, industrial or labor dispute, embargo, acts of any government or inability to obtain necessary supplies and the like. In the event of any such delay or failure to perform, Beckman Coulter will have additional time within which to perform Beckman Coulter's obligations under this Agreement as may be reasonably necessary under the circumstances. Despite anything to the contrary in this Agreement, Beckman Coulter may apportion Product subject to a shortage in any manner Beckman Coulter considers equitable.

**14. Purchase Orders; Entire Agreement.** This Agreement (including these Terms and Conditions) constitutes the entire understanding between you and Beckman Coulter with respect to its subject matter and supersedes any and all prior or contemporaneous communications and agreements, regarding this subject matter, written or oral, and cannot be modified except by a written instrument which is acknowledged and agreed upon by authorized representatives for both parties. Any other terms or conditions on your purchase order, order acknowledgement or any other documents relating to the purchase, sale, lease or transfer of Products will be null and void. Such documents will only be used to confirm quantities and agreed delivery schedules and will not supplement or modify the substantive terms and conditions of this Agreement.

**15. Dispute Resolution.** Any contract between you and Beckman Coulter relating to the Products, including this Agreement, will be governed by and construed in accordance with the laws of the state in which you are located, excluding its choice of law provisions. Within 30 days of a request, a Vice President (or equivalent officer) from each party will personally attempt to resolve a dispute with each other. If these officers do not resolve the dispute within 30 days, the dispute may be submitted to mediation if both you and Beckman Coulter agree, or submitted to a court for resolution.

**16. Assignment.** You may not assign, pledge, encumber, sublease or transfer this Agreement, any rights or obligations under this Agreement or any other information relating to the pricing and structure of this transaction without Beckman Coulter's prior written consent. You agree that Beckman Coulter may assign this Agreement and that your obligation to such assignee will not be subject to any abatement, offset, defense or counterclaim.

**17. Miscellaneous.** A party's failure to exercise any rights under this Agreement will not be deemed a waiver or forfeiture of such rights. A party's waiver of a breach of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement. Headings in this Agreement are for convenience only and will not constitute part of this Agreement. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable for any reason, (i) the validity and enforceability of the remaining provisions will not be affected or impaired in any way and (ii) the parties will promptly renegotiate the affected provision to determine valid and enforceable language that most closely resembles the language rejected by the court and intended by the parties. This Agreement was drafted on the basis of mutual understanding. Each party acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement will be read and interpreted according to its plain meaning and any ambiguity will not be construed against either party. This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement.

**18. Consumables.** Reference [www.beckmancoulter.com/serviceparts](http://www.beckmancoulter.com/serviceparts) for a list of commonly required consumables. The list does not include all consumable items and is subject to update and change without notice.

## II. TERMS AND CONDITIONS

### Other Terms

Shipment contingent upon credit approval.

If, at any time, Beckman Coulter becomes insecure about your credit worthiness, Beckman Coulter may require alternative payment terms, such as, but not limited to prepayment or due upon receipt, a security deposit, or personal and/or corporate guarantees. If Customer fails to comply with such alternative payment terms or provide adequate assurances, BCI may suspend shipment of Products, seek all legal remedies and costs and/or declare Customer to be in default pursuant to the Default Section in this Agreement.

### • Installation Support

For no additional charge, equipment installation (including services related to verification of such installation along with specific configuration options selected as specified in the applicable instructions for use or product manual for such equipment) shall be provided as mutually agreed to by the parties and as long as Beckman Coulter (and not a distributor) is directly selling such equipment to you.

### • Services

You agree to the terms of the Services specified in this Agreement. The Services include 24 x 7 telephone technical support and, as required, parts, labor and travel, during Beckman Coulter's normal business hours, for on-site service calls. You will make the Equipment available to Beckman Coulter at the agreed upon service time or pay Beckman Coulter an additional charge based on Beckman Coulter's prevailing service rates for the service call. Service fees do not include moving, re-installing, de-installing or decontaminating the Equipment or (ii) service on any uninterruptible power systems, line conditioners, or laboratory information services. PROService, a remote service management system, is included as part of equipment Services. PROService will be setup during the installation of the applicable Equipment. Customer must provide and maintain network or other Internet access for ProService. Beckman Coulter retains ownership of any equipment Beckman Coulter provides for ProService.\*

### • Rebate

Upon customer's advance written request and after one (1) year from the Effective Date, BCI shall issue to Customer a one-time credit ("Rebate") in the amount of \$1,500.00 for the eligible Product(s). Such Rebate may be used for the acquisition of applicable BCI products by Customer. The unused Rebate shall expire two (2) years from the shipment date of the applicable instrumentation or upon termination of the Agreement, whichever is sooner.

#### Issuance of Rebate credit.

(i) The Rebate to which Customer is entitled under this Agreement will be issued directly to Customer's account.

Rebate Eligibility. In order to be eligible to receive a Rebate, Customer shall purchase the Products for Customer's own use solely through BCI and Customer shall be in compliance with all of the terms of the Agreement, including payment and minimum commitments.

Product Availability and Pricing. No amount paid or reimbursed hereunder is intended to be, nor shall it be construed as, an offer or payment made, whether directly or indirectly, to induce the referral of patients, the purchase, lease, or order of any item or service from BCI, or the recommending or arranging for the purchase, lease, or order of any item or service from BCI.

Representations and Warranties. Customer covenants, represents, and warrants that:

(i) It shall at all times operate in compliance with all applicable federal, state, and local laws and regulations, as well as all medical standards applicable to it; and

(ii) It may be obligated to report the Rebate to third parties, including but not limited to Medicare, Medicaid, or other government healthcare programs, and Customer is solely responsible for accurately reporting Rebate as may be required by all applicable federal, state, and local laws and regulations.

The parties hereto have duly executed this Agreement by an authorized officer of each.

Customer Authorized Signature	Date
-------------------------------	------

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Beckman Coulter, Inc.**

Beckman Coulter Authorized Signature	Date
--------------------------------------	------

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



## Our commitment to you:

- > Implementation process manager/MicroScan Applications Specialist to guide you through the installation requirements and process
- > Beckman Coulter engineer to support the installation of system hardware
- > Clinical laboratory scientist application specialist to support your analyzer validation

### Customer preparation plan:

Upon receipt of your order, your implementation process manager will contact you to set up an installation planning conference call. During this call you will discuss site preparation, delivery instructions, training, the installation schedule and post-installation needs. To ensure your success, we encourage the following to participate in this call:

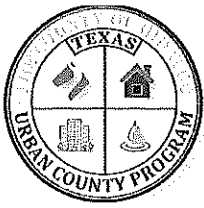
- > Laboratory management
- > Laboratory information system personnel
- > Plant engineering personnel
- > Primary system operator

We look forward to the successful installation of your new system and training of your staff.

Please contact us if you have any questions.

### Customer preparation:

- > Begin SOP process
- > Order LIS interface
- > Collect correlation samples
- > Review OSHPD requirements and have a pre-site prep discussion if needed
- > Review water and power requirements
- > Verify test menu/ Verify MicroScan Panel selection
- > Identify your key operator(s) prior to installation
- > Complete your PROService Questionnaire online at <https://www.beckmancoulter.com/products/clinical-information-management-tools/proservice-remote-management> - If applicable for your product line



# URBAN COUNTY PROGRAM

1916 TESORO ST. • PHARR, TEXAS 78577 • (956) 787-8127 FAX (956) 318-2988 • E-MAIL:ucp@co.hidalgo.tx.us

## REQUEST FOR QUOTE

**Project Name: CDBG-CV HC Health Facility Improvements**

Hidalgo County Urban County Program is requesting a quote for the procurement of one (1) Microbiology Analyzer

All quotes must contain a price and terms of a delivery date with a validity period of at least forty five (45) days. If you are unable to provide us with a quote please indicate so in writing.

All questions or discussions on this request for quotation must be directed to:  
**Lupita V. Garcia, CDBG Division Manager.**

All quotes must be submitted no later than **Monday, April 28, 2022 by 3:00 pm**

Note: Notice of tax exempt (if selected) tax exempt form shall be provided.

Contact: <b>Lupita V. Garcia, UCP CDBG Division Manager</b>	Phone: (956) 787-8127 x 2237 Email: <a href="mailto:guadalupe.garcia@co.hidalgo.tx.us">guadalupe.garcia@co.hidalgo.tx.us</a>		
Description	Qty.	Unit Price	Extended Price
CLINICAL MICROBIOLOGY Analyzer	1	\$65,302.00	\$65,302.00
LIS Middleware	1	\$15,000.00	\$15,000.00
	1	\$1,690.98	\$1,690.98
Shipping/Freight			
<b>Total</b>			\$81,993.04

**Darren Houck**

**04/24/23**

\_\_\_\_\_  
Representative Name

\_\_\_\_\_  
Date

**Darren.houck@mckesson.com**

**817-683-8292**

\_\_\_\_\_  
Email Address

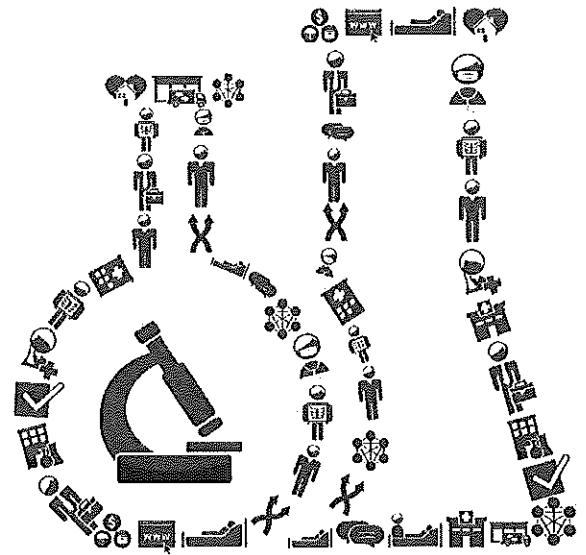
\_\_\_\_\_  
Phone

# Proposal

Prepared by McKesson Medical-Surgical exclusively for:

## HIDALGO COUNTY HEALTH DEPARTMENT

**ATTN; LAB  
1304 S 25TH AVE BLDG B,  
EDINBURG, TX 78542-7205**



McKesson Medical-Surgical Inc. is an affiliate of the McKesson Corporation. McKesson Corporation, currently ranked 5th on the FORTUNE 500, is a global leader in healthcare supply chain management solutions, retail pharmacy, community oncology and specialty care, and healthcare information technology.

McKesson Medical-Surgical works with labs, health systems, physician offices, extended care providers, in-home patients, payers and others across the spectrum of care to build healthier organizations that deliver better care to patients in every setting. McKesson Medical-Surgical helps its customers improve their financial, operational and clinical performance with solutions that include pharmaceutical and medical-surgical supply management, healthcare information technology and business and clinical services.

For more information, visit [mms.mckesson.com](http://mms.mckesson.com).

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McKesson Medical Surgical  
9954 Mayland Drive, Suite 4000, Richmond, VA  
mms.mckesson.com

## HIDALGO COUNTY HEALTH DEPARTMENT

ATTN; LAB  
1304 S 25TH AVE BLDG B,  
EDINBURG, TX 78542-7205

Prepared by: Darren Houck  
Prepared Especially for: Veronica  
Date Prepared: 3/17/2023  
Quote Number: CPQ-48503

### ID/A ST - BioMerieux

Quantity	UOM	Description	Unit Price	Extended Price
1	EA	Cart, F/vitek 2 Compact Anlyz	\$1,893.71	\$1,893.71
1	EA	Analyzer, Vitek 2 Compact 30 biomer	\$63,408.35	\$63,408.35
1	EA	Software System, Laboratory Information Myla Pc	\$15,000.00	\$15,000.00
1	EA	Vitek 2, Service Type: First Year Service, Level: Standard, Start year: 1, # of years: 1	\$0.00	\$0.00
1	EA	Vitek 2, Training Site: TBD, Air Paid: Manufacturer, Total Slots: 1	\$0.00	\$0.00
1	EA	Shipping - Prepaid and added to invoice	\$1,690.98	\$1,690.98
<b>ID/A ST - BioMerieux Total</b>				<b>\$81,993.04</b>

<b>Grand Total</b>	<b>\$81,993.04</b>
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This LAB EQUIPMENT SUPPLY AGREEMENT ("**Agreement**"), effective as of the date of execution by Buyer ("**Effective Date**"), is by and between McKesson Medical-Surgical Inc., having its principal place of business at 9954 Mayland Drive, Suite 4000, Richmond, Virginia 23233 ("**Seller**"), and the Buyer listed below, having its principal place of business at the address listed below ("**Buyer**").

1. **Term and Termination.** This Agreement shall commence on the Effective Date and shall remain in effect for the term specified in Attachment A, until terminated by either party if the other party defaults in the performance of this Agreement, on thirty (30) days' prior written notice to the other, specifying the nature of the default, unless such other party cures that default within the thirty (30) day period.

2. **Equipment.**

2.1. **Pricing.** Seller agrees to sell and Buyer agrees to purchase, itself or through a leasing arrangement, at the Quoted Price Per Unit the equipment listed on each Product Order Form ("**Equipment**") attached to this Agreement. Seller's prices do not include sales, use, excise, or similar taxes. The form Product Order Form is attached hereto as Attachment A (Product Order Form).

2.2. **Payment Terms.** The payment terms for Equipment are listed on the Product Order Form. If no payment term is listed, Seller's standard payment terms as listed in its terms of sale on the back of the invoice shall apply.

2.3. **Delivery Date.** Delivery and completion schedules provided by Seller are approximate only and are based on conditions at the time of acceptance of Buyer's order.

2.4. **Delay in Acceptance of Delivery.** Should the agreed delivery date of Equipment be postponed by Buyer, Seller shall have the right to deliver Equipment to a storage area at Buyer's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver to such storage area.

2.5. **Escalation.** Unless otherwise agreed to in writing, except for Equipment to be delivered within ninety (90) days of Seller's acceptance of Buyer's order, Seller reserves the right to increase its prices to those in effect at the time of shipment.

2.6. **Security Interest.** Unless the Equipment was purchased by Buyer through a leasing arrangement, Buyer hereby grants to McKesson Corporation, a Delaware corporation, for itself and as collateral agent for each of its affiliates, including but not limited to, McKesson Medical-Surgical Inc. and McKesson Medical-Surgical Minnesota Supply Inc. ("**McKesson**"), a security interest in and lien on all of Buyer's right, title, and interest in and to the Equipment and all products and proceeds thereof, as security for Buyer's payment obligations hereunder. Buyer hereby authorizes McKesson to file any UCC financing statement or amendment that McKesson considers necessary to perfect or protect such security interest. If Buyer defaults under this Agreement, Seller has all rights and remedies under applicable law for enforcement of its security interest, which may include the right to self-help repossession of the Equipment.

2.7. **Changes, Cancellation, And Return.**

2.7.1. Orders for Equipment accepted by Seller are not subject to change, except upon written agreement.

2.7.2. Orders for Equipment accepted by Seller are non-cancellable by Buyer except upon Seller's written consent and payment by Buyer of Seller's cancellation charges of up to

twenty-five percent (25%) of the price of the affected Equipment, plus any shipping, insurance, inspection and refurbishment charges. In no event can an order be cancelled by Buyer or Equipment be returned to Seller after shipment has been made from the supplier of such Equipment.

2.8. **Installation – Additional Charges**

2.8.1. **Installation by Seller:** The following applies if Seller or its authorized subcontractor install Equipment: Subject to fulfillment of the obligations set forth in Section 2.8.3 (Buyer's Obligations) below, Seller or the authorized subcontractor shall install Equipment covered hereby and connect same to the requisite safety switches and power lines to be installed by Buyer. Except as otherwise specified below, if such installation and connection are performed by Seller or the authorized subcontractor's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the continental United States and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown and the responsibility of Buyer.

2.8.2. **Trade Unions:** If a trade union, or unions, prevent Seller or its authorized subcontractor from performing the above work, Buyer shall make all required arrangements with the trade union, or unions, to permit Seller or the authorized subcontractor's completion of said work. Moreover, any additional cost related to such labor disputes shall be paid by Buyer and Seller or its authorized subcontractor's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of the Products to existing wiring.

2.8.3. **Buyer's Obligations:** Buyer shall at its expense, provide all necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of Equipment. Additionally, Buyer shall provide free access to the premises of installation, and if necessary, safe space thereon for storage of products and equipment prior to installation by Seller or its authorized subcontractor. If any special work of any type must be performed in order to comply with requirements of any governmental authority, including procurement of special certificates, the same shall be performed or procured by Buyer at Buyer's expense. In the event that Seller or its authorized subcontractor is requested to supervise the installation, it remains Buyer's responsibility to comply with local regulations. Seller, or its authorized subcontractor, is not an architect and all drawings furnished by Seller or its authorized subcontractor are not construction drawings.

2.8.4. **Regulatory Reporting:** In the event that any regulatory activity is performed by other than Seller authorized personnel, Buyer shall be responsible for fulfilling any and all reporting requirements. Seller shall only report activity performed by its authorized personnel.

2.8.5. Completion of Installation: Installation shall be complete upon the conclusion of final calibration and checkout under Seller standard procedures. Notwithstanding the foregoing, first use of the products by Buyer, its agents or employees for any purpose after delivery, without the express written approval of Seller, shall constitute completion of installation.

3. **Consumables and Reagents.**

3.1. **Purchase Commitment and Pricing.** Buyer will purchase any and all of the items, including reagents, needed to operate the Instrument ("Consumable Products") from Seller, including those Consumable Products submitted by Buyer on a Product Order Form, as provided in this Section 3.

3.1.1. Seller agrees to provide such Consumable Products to Buyer for the term of the agreement at the prices listed on the Product Order Form, provided that such pricing is subject to adjustment in the event supplier costs increase. Buyer agrees to purchase Consumable Products in the quantities listed on the Product Order Form within the time periods listed on the Product Order Form. Seller will review Buyer's compliance with this purchase commitment on a quarterly basis, and reserves the right to ship to Buyer and invoice Buyer for any Consumable Products that have not been ordered in compliance with this purchase commitment on a quarterly basis, and reserves the right to ship to Buyer and invoice Buyer for any Consumable Products that have not been ordered in compliance with this purchase commitment before the end of each quarter.

3.2. **Reagent Discounts.** Seller will provide Buyer with the discount(s) listed on the Purchase Order Form, as applicable. These discounts are in addition to any discounts included in the pricing reflected in the Product Order Form. Buyer agrees that the applicable system or construction is integral to Buyer's meaningful use of the Equipment with Buyer's health information technology systems or that the applicable discounted Consumable Products are necessary to test and validate the Equipment prior to Buyer's use. If required by the

manufacturer or otherwise, Buyer must provide Seller with a paid invoice evidencing Buyer's purchase of the applicable system or construction.

4. **Other Terms.** If the parties agree to other and/or different terms than as stated herein, such terms and conditions shall be described in the Product Order form as "Other Terms".

5. **Compliance With Laws.** Nothing in this Agreement will be construed as requiring Seller to perform any obligations hereunder or engage in any action or omission that Seller reasonably determines as violating any applicable laws or putting Seller in jeopardy of violating any applicable laws. Seller will have the right, within its sole and absolute discretion, to immediately terminate this Agreement, in whole or in part, without liability if continued performance of any part of this Agreement would violate any laws or put Seller in jeopardy of violating any laws. Buyer will comply with all applicable laws in any way relating to the transactions to be performed under this Agreement or to the maintenance of Buyer's records relating thereto.

6. **Waiver.** Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

7. **Entire Agreement.** Seller's terms of sale on the reverse side of its invoice shall apply to all purchases of Consumable Products under this Agreement, unless Buyer is participating in a group purchasing program for which Seller has executed a group purchasing agreement with the applicable GPO, in which case the documents will control in the following order: this Agreement, the applicable group purchasing agreement, and then the terms of sale on the reverse side of Seller's invoice. This Agreement may not be modified, supplemented or extended except by a writing signed by both parties. This Agreement supersedes any and all prior Seller agreements and discount plans in which Buyer may currently be participating.

IN WITNESS WHEREOF, the parties have signed and dated this Agreement in the spaces below.

**HIDALGO COUNTY HEALTH DEPARTMENT**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Bill To Address:

1304 S 25TH AVE EDINBURG, TX 78542-7205

Bill To #: 58880337

**MCKESSON MEDICAL-SURGICAL INC.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Account Manager's Name: Darren Houck

**Attachment A: Product Order Form**

Please check here if you would like to be contacted about having a standing order for the Consumable Products.

**Contact Name:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_

**Product Order Form**

This Product Order Form is attached to the Lab Equipment Supply Agreement between Buyer and McKesson Medical-Surgical Inc, and is governed by the terms and conditions contained therein.

**Customer:** HIDALGO COUNTY HEALTH DEPARTMENT  
**Date:** 3/17/2023  
**Location:** ATTN; LAB  
 1304 S 25TH AVE BLDG B,  
 EDINBURG, TX 78542-7205  
**Quote Date:** 3/17/2023

**Bill To:** 58880337  
**Ship To:** 87472442

**Quote Number:** OPP-227903v1

**Equipment Purchased:**

Equipment Description	MMS Item #	Catalog #	Quantity	List Price Per Unit	Quoted Price Per Unit	Extended Price
Cart, F/vitek 2 Compact Analyz d/s	1080779	27219	1	\$4,631.67	\$1,893.71	\$1,893.71
Analyzer, Vitek 2 Compact 30biomer biomer	950017	4700733	1	\$161,760.00	\$63,408.35	\$63,408.35
Software System, Laboratory Information Myla Pc D/s formation myla pc d/s	1110689	4704836	1	\$68,333.33	\$15,000.00	\$15,000.00

Equipment Subtotal:	\$80,302.06
Returned Equipment:	(\$0)
Equipment Shipping & Handling:	\$1,690.98
<b>Equipment Total Price:</b>	<b>\$81,993.04</b>

**Term of Agreement:** 36 Months

**GPO:**

**Payment Terms for Equipment Listed:** Net 30

Service: Service (if any) is provided by the manufacturer of the Equipment, not Seller.	Equipment Serviced	Service Type	Service Level	Quantity	Service Duration	Start Year/ Months	Number of Years/ Months	Service Price (Annual) Per Instrument
	Vitek 2	First Year Service	Standard	1	Years	1	1	0.00
	Vitek 2	Extended Service	Standard	1	Years	2	1	13,437.00

Training: Training (if any) is provided by the manufacturer of the Equipment, not Seller.	Equipment	Training Site	Paid By:	Total Training Slots	Training Price (Annual)
	Vitek 2	TBD	Manufacturer	1	0.00

**Other Terms:**

**Total Annual Commitment: \$0.00**

- Prices for Consumable Products not yet commercially available will be determined at the time of introduction and are not covered by this Agreement.
- This proposal expires thirty (30) days from the Quote Date. Seller reserves the right to withdraw this Agreement if it is not executed within such thirty (30) days.
- Promotional pricing is subject to promotional dates.

IN WITNESS WHEREOF, the parties have signed and dated this Agreement in the spaces below.

**58880337 - HIDALGO COUNTY HEALTH DEPARTMENT**

**MCKESSON MEDICAL-SURGICAL INC.**

By:

By:

Printed Name:

Printed Name:

Title:

Title:

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Date:

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Bill To Address: 1304 S 25TH AVE EDINBURG, TX  
78542-7205

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Bill To #: 58880337

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Date:

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Account Manager's Name: Darren Houck

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