

Becton Dickinson & Company
1 Becton Drive
Franklin Lakes, NJ 07417

Authorization for Credit Information

To: BD & Co.

1 Becton Drive
Franklin Lakes, NJ 07417

Company: Hidalgo County-Urban
County

1916 Tesoro St.
Pharr, Tx 78577

We authorize BD & Company to obtain any information necessary to process our credit application including, but not limited to, information regarding savings, deposit checking, and outstanding credit accounts.

A copy of this authorization may be accepted as an original.

(Signature)

(Title)

Steve De La Garza

(Type or Print Name)

(Date)



Advancing the world of health

BD ACQUISITION AGREEMENT

BD Agreement Number: PACFD27650_3/21/2023_SC

Date: September 12, 2023

This BD Acquisition Agreement ("Agreement") is by and between Hidalgo County Health & Human Services Department ("Customer") and BECTON, DICKINSON AND COMPANY, through its BD Life Sciences – Integrated Diagnostic Solutions business unit ("BD"), each as identified in the applicable signature block below. BD agrees to provide and Customer agrees to pay for, the Equipment, Consumables, Accessories, and/or Software ("Products") and/or services ("Services") set forth in this Agreement, all in accordance with the terms and conditions set forth herein. This Agreement is comprised of:

- 1) Customer Pricing and Commitments (Exhibit A);
- 2) Standard Terms and Conditions (Exhibit B);
- 3) Warranty and Service Terms and Conditions (Exhibit C); and

In the event of conflict among the foregoing items, the order of precedence is as numbered above. This Agreement constitutes the complete agreement of the parties relating to BD's delivery of the goods and/or services identified in Exhibit A and supersedes all prior oral or written proposals, statements, agreements, commitments, or understandings with respect to the matters provided for herein.

- Term of Agreement ("Term"): 60 months (commencing on the Effective Date of this Agreement)
- Price Protection: 12 months
- Payment Terms: Net 30 days
- Shipping option Equipment: Direct
- Shipping option Consumables: Direct
- Equipment Warranty Period: 12 months (commencing on the Installation Date)
- BD offer Expiration Date (if not signed by both parties below): 60 days from Date of Agreement

Each party has caused this Agreement to be signed by an authorized representative on the date set forth below, the latter of which will be the "Effective Date" of this Agreement.

CUSTOMER: Hidalgo County Health & Human Services Department

Address: 1304 S 25th Ave.
Edinburg, TX 78539

BD: Becton, Dickinson and Company, through its
BD Life Sciences – Integrated Diagnostic Solutions business unit
7 Loveton Circle
Sparks, MD 21152
www.bd.com

Agreed to By: _____

Print Name: _____

Print Title: _____

Date: _____

Agreed to By: _____

Print Name: _____

Print Title: _____

Date: _____



BD Exhibit A: Customer Pricing and Commitments

1. **Equipment.** The Equipment covered by this Agreement is set forth below. Customer agrees to purchase or rent the Equipment, as the case may be, at the price set forth below. All payments are to be made in accordance with and subject to Exhibit B, Section 3 (Payment Terms). The Equipment shall be located at the address listed below.

Equipment Description	Equipment Location	SKU	Unit Qty.	Acquisition Method ¹	Total Cost
BD BACTEC MGIT 320	1304 S 25th Ave. Edinburg, TX 78539	441743	1	Cash Purchase - Direct	\$28,900
BD EpiCenter NUC Computer		443753	1	Cash Purchase - Direct	\$4,000

2. **Equipment Software and Accessories.** The following Equipment Software and/or Accessories shall be provided with newly purchased Equipment

Equipment Software and/or Accessories Description	SKU	Unit Qty.	Cost per Unit	Total Cost
BD EpiCenter Basic Software	441007	1	\$8,000	\$8,000

3. **Equipment Installation.** The Equipment Installation will be provided for newly purchased Equipment through BD Field Service Engineer

4. **Consumable Purchase Requirements.** During the Term, Customer agrees to purchase the consumables, reagents, panels, supplies and/or assays (hereinafter, the "Consumables") as set forth below.

Consumable Description	SKU/CAT#	Annual Unit Commitment	Total Unit Commitment	Unit Pricing	Case/Kit Pricing
BBL MGIT 7mL Tube	245122	900	4,500	\$ 5.05	\$ 505.00
BACTEC MGIT Supplement Kit (100 tests)	245124	900	4,500	\$ 0.60	\$ 60.00

Annual Unit Commitments will not be enforced as provided in Exhibit A, Section 4 (Consumable Purchase Shortfall) until after the ramp-up period (the "Ramp-Up Period") that is twelve months after the date the Equipment is installed ("Installation Date"). In case of non-renewal and upon Term expiration of this Agreement, if the Total Unit Commitment described in Exhibit A.4 is not met by the Customer, BD may invoice the Customer the remainder of the outstanding unpurchased Consumables for the Term.

5. **Training.** The following training will be provided for newly purchased Equipment: Customer's Facility (1 - 3 days)
6. **Service.** If, at any time, Customer does not maintain a Service Plan, Customer will be required to pay for Service at BD's then-current rate for parts, labor, travel and material.

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency Hidalgo County - Urban County Program	
Address (Street & number, P.O. Box or Route number) 1916 Tesoro St.	Phone (Area code and number) 956-787-8127
City, State, ZIP code Pharr, Tx 78577	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: **Becton Dickinson & Company**

Street address: **1 Becton Drive** City, State, ZIP code: **Franklin Lakes, NJ 07417**

Description of items to be purchased or on the attached order or invoice:


Medical Equipment

Purchaser claims this exemption for the following reason:

Government Entity

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

	Purchaser	Title	Date
		Director	

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.