

Federal Tax ID
43-6003242

Missouri Tax ID
12599115

Saint Louis
COUNTY
MISSOURI

Purchase Order

Fiscal Year 2018

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES, DELIVERY SLIPS AND SHIPPING PAPERS.

Purchase Order # **18006755-00**

Delivery must be made F.O.B. Destination.

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TROXLER ELECTRONIC LABORATORIES
PO BOX 12057
3008 CORNWALLIS RD
RESEARCH TRIANGLE PARK NC 27709

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TRANSPORTATION/ARS CONSTRUCTIO
11295 SCHAEFER DRIVE
MARYLAND HEIGHTS, MO 63043

Vendor Phone Number		Contract Number	Requisition Number	Delivery Reference		
630-261-9304			18007361	VINCE OGAR 314-615-1186		
Date Ordered	Vendor Number	Date Required	Payment Terms	Email		
02/04/2019	16556		Net 30 days			
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
	CHANGES TO THIS PURCHASE ORDER SHALL BE APPROVED BY THE DIRECTOR OF PROCUREMENT AND IN ACCORDANCE WITH THE CHANGES CLAUSE.					
	ANY QUESTIONS REGARDING THIS PURCHASE ORDER MUST BE DIRECTED TO THE PERSON WHOSE NAME AND PHONE NUMBER APPEARS IN THE SECTION OF THE PURCHASE ORDER TITLED "DELIVERY REFERENCE".					
	ELECTROMAGNETIC DENSITY GAUGES					
1	NON-NUCLEAR ASPHALT DENSITY GUAGES (ELECTROMAGNETIC DENSITY INDICATION DEVICE): MEETING THE REQUIREMENT OF ASTM D-7113 AND DISPOSAL OF ONE(1) NUCLEAR DEVICE PER ELECTROMAGNETIC DENSITY DEVICE PURCHASED		3.0	EACH	\$8,050.000	\$24,150.00
	REBEKAH KENT 314-615-8562 VINCE OGAR 314-615-1186					

Issued by St. Louis County

By /s/ Jennifer J. Keating
Deputy Director, Administration Department

VENDOR COPY

PO Total

\$24,150.00

TERMS AND CONDITIONS

THIS ORDER IS SUBJECT TO THE FOLLOWING PROVISIONS:

(NOTE: If a separate contract is issued and signed, those contract provisions take precedence over these Purchase Order provisions.)

- Purchase:** This Order constitutes Buyer's offer to purchase the materials, services and/or articles, all of which are herein called articles, described elsewhere in this Order, in accordance with its provisions which include the provisions set forth on the face and reverse of this Order, the provisions attached hereto, and the provisions incorporated herein by reference. Shipment of any part of the Order without written acceptance constitutes Seller's acceptance of Order and its conditions. Seller's acceptance is strictly limited to the terms and conditions stated herein unless Buyer agrees to any modification or addition in writing.
- Shipping Instructions:** Seller shall not deliver ahead of schedule unless authorized by Buyer. Describe shipments in accordance with the carrier's tariffs to obtain the lowest freight rate. Do not insure or declare value on shipments beyond F.O.B. point. When a shipment is subject to freight rates dependent upon value, annotate the bill of lading, air bill or express receipt to show that the shipment is released at the maximum value which applies to the lowest rate provided in applicable tariffs. Shipments arriving after the specified required delivery date are subject to cancellation. Consolidate all shipments to be forwarded on one day. Buyer will retain articles furnished in excess of the quantity specified or in excess of any allowable overage at no additional cost unless Seller notifies Buyer within 30 days after shipment that it desires the return thereof, which exceeds \$150.00. Mail original invoice to Accounts Payable, at the address noted on front of Purchase Order when articles are shipped. State Shipping Point On All Invoices. Each case or parcel and accompanying packing list of contents must show Buyer's order number, if no packing list accompanies the shipment, Buyer's count will be conclusive on Seller.
- EXTRAS:** No charges will be allowed for transportation, packaging, packing or returnable containers unless stated. Damage to any articles resulting from improper packaging, at the option of Buyer, will be charged to Seller or deducted from the amount owed to Seller pursuant to this Order.
- Specifications:** All articles ordered to Buyer's specifications will comply with such specifications as of the date of this Order unless otherwise specified by Buyer.
- Warranty:** Unless otherwise agreed to in writing by the parties, Seller warrants that articles ordered to specifications will conform thereto and to any drawings, samples or other description furnished or adopted by Buyer, or, if not ordered to specifications, will be fit and sufficient for the purpose intended, and that all articles will be merchantable and of good quality. Buyer may at its option, either return for credit or refund or require prompt correction or replacement of the defective or non-conforming articles or part thereof. Return to Seller of any defective or non-conforming article and delivery to Buyer of any corrected or replaced articles shall be at Seller's expense. Defective or non-conforming articles shall not be corrected or replaced unless specified on Buyer's written order. Articles required to be corrected or replaced shall be subject to the provisions of this paragraph and the paragraph hereof entitled "inspection" in the same manner and to the same extent as articles originally delivered under this Order, but only as to the corrected or replaced part or parts thereof.
- Inspection:** Payment for the articles under this Order shall not constitute acceptance thereof. All articles shall be subject to inspection and test at all times and places, including the period of manufacture, by Buyer. All articles are also subject to final inspection and acceptance at Buyer's plant notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after delivery.
- Indemnity:** In accepting this Order, Seller agrees to save harmless and defend and indemnify the Buyer, its successors and assigns and the users of the articles against all claims, losses, damages or expenses which may be made against the Buyer from defects in the articles, or which the Buyer may incur arising from infringement of patent rights or copyrights on any article named herein and purchased hereunder.
- Termination:** Buyer may terminate this Order, in whole or in part, if Seller fails to comply with any of the provisions hereof, or if Seller becomes the subject of a proceeding under state or federal law for relief of debtors or makes an assignment for the benefit of creditors. In the event of termination pursuant to this paragraph, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, supplies and services similar or substantially similar to those so terminated; and Seller shall be liable to Buyer for any excess costs occasioned thereby; provided that Seller shall continue the performance of this Order to the extent not terminated. The rights and remedies of Buyer under this clause shall not be exclusive and are in addition to any other rights or remedies provided by law or this agreement.
- Excusable Delays:** Neither party shall be liable for damages for delay in delivery arising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- Assignment:** Neither this Order nor any rights or obligations herein may be assigned by Seller nor may Seller subcontract in whole the performance of its duties hereunder without, in either case, Buyer's prior written consent. The terms and conditions of this Order shall bind any permitted successors and assigns of Seller. Any consent by Buyer to assignment shall not be deemed to waive Buyer's right to recoupment and/or setoff of claims arising out of this or any other transactions with Seller, its divisions, affiliates or subsidiaries, or to settle or adjust matters with Seller without notice to permitted successors and assigns.
- Changes:** Buyer at any time, by a written notice may make changes in the specifications, designs or drawings, samples or other description to which the articles are to conform, in methods of shipment and packaging, or place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Order, whether changed or not changed by any such Order, an equitable adjustment shall be made in the price or delivery schedule, or both. The Buyer may, in its discretion, receive and act upon any such claim so made at any time prior to final payment under this Order. Nothing in this clause excuses the Seller from proceeding without delay to perform this Order as changed.
- Information:** (a) Drawings, data, design, inventions and other technical information supplied by Buyer shall remain Buyer's property and shall be held in confidence by Seller. (b) Any information which Seller may disclose to Buyer with respect to the design, manufacture, sale or use of the articles covered by this Order shall be deemed to have been disclosed as part of the consideration for this Order, and Seller shall not assert any claim against Buyer by reason of Buyer's use thereof.
- Buyer's Property:** All property used by Seller in connection with this Order which is owned, furnished, charged to or paid for Buyer including, but not limited to, materials, tools, dies, jigs, molds, patterns, fixtures, equipment, drawings and other technical information, specifications, and any replacement thereof, shall be and remain the property of Buyer subject to removal and inspection by Buyer at any time without cost or expense to Buyer and Buyer shall have free access to Seller's premises for the purpose of inspecting or removing such property. All such property shall be identified and marked as Buyer's property, used only for this Order and adequately insured by Seller at its expense for Buyer's protection.
- Gratuities:** Seller warrants that neither it nor any of its employees, agents or representatives has offered or given, or will offer or give, any gratuities to Buyer's employees, agents or representatives with a view toward securing this Order or securing favorable treatment with respect thereto.
- Utilization Of Minority Women Owned Enterprise (MWBE) Concerns:** To support Buyer's policy, and as consistent with the efficient performance of this Order, Seller agrees to afford MWBE firms the maximum opportunity to participate as subcontractor or partners.
- Notice To Buyer Of Labor Disputes:** (a) Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Order, Seller shall immediately give notice thereof, including all relevant information, with respect thereto, to Buyer. (b) Seller agrees to insert the substance of this paragraph, including this sub-paragraph (b), in any subcontract hereunder as to which a labor dispute may delay the timely performance of this order.
- Effect Of Invalidity:** The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.
- Disputes:** Any dispute arising under this order, which is not settled by agreement of the parties, may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute, Seller shall proceed diligently with the performance of this Order in accordance with the decision of Buyer.
- Rights, Remedies And Waiver:** The waiver of a breach of any provision hereof shall not constitute a waiver of any other breach. The laws of the State of Missouri.
- Buyer Approvals And Reviews:** A review or approval by Buyer of any work hereunder or of any designs, drawings, specifications or other documents prepared hereunder shall not relieve Seller of any of its obligations under this Order nor excuse or constitute a waiver of any defects or nonconformities in any articles furnished under this Order or change, modify or otherwise affect any of the provisions of this Order, including, but not limited to, the prices and delivery schedules contained herein.
- Taxes And Other Exactions:** Seller assumes exclusive liability under all laws that impose taxes or other exactions on the manufacture or sale of items to be furnished hereunder, or any component part thereof, or on any process or labor involved therein, or on any services to be rendered by Seller. The Buyer is exempt from federal excise and transportation taxes and from St. Louis City, County and Missouri/Illinois State Sales Taxes. Do Not Include These Taxes On Sellers Invoices. Exemption Certificate will be provided by the Buyer upon request.
- Equal Opportunity:** The provisions set forth in Executive Order 11246 dated September 24, 1965, are incorporated herein by reference except to the extent this Order may be exempt from the provisions of said Executive Order, or by the rules and regulations issued thereunder and as such rules and regulations may be amended from time to time. Wherever the word "Contractor" appears in said provisions it shall mean Seller.
- Title:** Except if title has heretofore passed to Buyer or Buyer's customers under other provisions of this Order, title to the articles shall pass to Buyer upon acceptance of the articles to the F.O.B. point named herein.
- Government - Wide Debarment and Suspension:** This contract (if it is equal to or exceeds Chapter 107. Formal Bid Threshold) is a covered transaction for purposes of 2 CFR Part 180, as supplemented by 2 CFR Part 1200. As such, the contractor is required to verify that the contractor and none of the contractor's principals or affiliates, as defined at 2 CFR 180 Subpart I, are excluded or disqualified as defined at 2 CFR Part 180. The contractor is required to comply with 2 CFR 180, Subpart C, as supplemented by 2 CFR Part 1200, and must include the requirement to comply with these requirements in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies that it will comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.