PURCHASE ORDER

THE TEXAS A&M UNIVERSITY SYSTEM
HEALTH SCIENCE CENTER
200 Technology Way, Suite 2079, College Station, Texas 77845-3424; Phone 979-436-9219, FAX 979-436-0074

FILE

Order Date
10/26/2016
Page
01

Include PO number on all Correspondence and packages
P700008

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

INVOICE (IN DUPLICATE) TO AGENCY BELOW

TEXAS A&M HEALTH SCIENCE CTR
MEDICAL PHYSIOLOGY
MEDICAL RESEARCH BUILDING
702 SW HK DODGEN LOOP
TEMPLE TX 76504

P700008

VENDOR

*******9613
OLYMPUS AMERICA INC
BOX 200160
PITTSBURG, PA 15251-0160

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

SHIP TO:

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R700007

ANY EXCEPTION TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY HUB & PROCUREMENT SERVICES PRIOR TO SHIPPING.

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

Item	Description	Quantity	UOM	Unit Price	Ext Price
	USER REF: 134007-PB0056				
	PAYMENT TERMS: NET 30 THE TEXAS A&M HEALTH SCIENCE CENTER WILL INCUR NO LATE PAYMENT PENALTY IF PAYMENT IS MADE WITHIN THIRTY (30) DAYS FROM RECEIPT OF GOODS OR SERVICES AND AN UNCONTESTED INVOICE.				
	BY ACCEPTANCE OF THIS PURCHASE ORDER, VENDOR AGREES TO ALL TEXAS A&M HEALTH SCIENCE CENTER TERMS AND CONDITIONS - SEE ATTACHMENT A.				
	IN THE EVENT OF A CONFLICT BETWEEN THE PARTIES' TERMS AND CONDITIONS, VENDOR SPECIFICALLY AGREES TO BE BOUND BY THE LAWS OF THE STATE OF TEXAS.				
	THIS CONTRACT 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.				
	PERIOD OF SVC: 11/1/16 THROUGH 10/31/20 REF: STATE OF TX TERM CNT # 490-M2 REF: QUOTE # QT-U1141850 AGENCY WILL PAY 1/2 OF TOTAL AMOUNT OF PO ($32,149.00) NET 30 AFTER RECEIPT OF INVOICE. BALANCE WILL BE INVOICED 10/1/2017				
1	OLYMPUS FV3000 GOLD-LEVEL EXTENDED SERVICE CONTRACT FLUOVIEW 3000 SN 6C87106	1	LOT	64,298.000	64,298.00
				TOTAL	64,298.00
SAW					

FOB: DESTINATION FRT INCLUDED

The Texas A&M University System Health Science Center cannot accept collect freight shipments.

Terms:

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. Neither substitutions nor cancellations permitted without prior approval.

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

The State of Texas is exempt from all Federal Excise Taxes

STATE AND CITY SALES TAX EXEMPTIONS CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309(4), 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. The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT.

Kayla Miller

PURCHASING AGENT FOR
THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	VENDOR REF: ERIC BRIDENBAUGH PHONE: 484-896-5515				
	Purchase made by an Institution of Higher Education, Section 51.9335 Education Code.				
	CC FY ACCOUNT NO. DEPT. 23 2017 244120-00000-5513 2060 23 2018 244120-00000-5513			32,149.00 32,149.00	
	DOCUMENT DATE: 10/26/2016				
	DEPT.CONTACT: STARLA CLOVER PHONE NO.: 254-742-7034				
	SOLE SOURCE REASON: SERVICE CONTRACT				
	PCC CD: 9				
	TYPE FUND: S TYPE ORDER: HIED				
SAW					

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Texas A&M University Health Science Center

Attachment A

TERMS AND CONDITIONS

1. REQUIREMENTS OF AWARDED BID
1.1 Vendor must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
1.2 Vendor must have priced per unit shown. Unit prices shall govern in the event of extension errors.
1.3 Awarded bid was submitted to the A&M Health Science Center (HSC) on or before the hour and date specified for the bid opening.
1.4 Late and/or unsigned bids were not considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
1.5 Awarded bid quoted F.O.B. destination, freight prepaid and allowed unless otherwise stated within the purchase order.
1.6 Bid prices are to be firm for HSC acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts were not considered in determining an award. Cash discounts offered will be taken if earned.
1.7 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by HSC Purchasing Office based on a written acceptable reason.
1.8 Purchases made for HSC are exempt from the State Sales tax and Federal Excise tax. Awarded bid does not include tax. Excise Tax Exemption Certificate will be furnished by HSC upon request.
1.9 HSC reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the HSC.
1.10 Consistent and continued tie bidding could cause rejection of bids by HSC and/or investigation for antitrust violations.
1.11 Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

2. SPECIFICATIONS
2.1 Vendor is to furnish items as specified by model/catalogue numbers, brand names or manufacture referenced on the purchase order
2.2 Unless otherwise specified, items shall be new and unused and of current production.
2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
2.4 HSC will not be bound by any oral statement or representation contrary to the written specifications of the purchase order.
2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the purchase order.

3. TIE BIDS
Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (preferences).

4. DELIVERY
4.1 On bid form, show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days means calendar days, unless otherwise specified. Failure to state delivery time obligates Bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
4.2 If delay is foreseen, vendor shall give written notice to HSC. Vendor must keep HSC advised at all times of order status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes HSC to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
4.3 No substitutions permitted without HSC written approval.
4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from HSC.
4.5 Each shipment must be accompanied by a packing slip which shows the HSC Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and HSC Purchase Order number.

5. INSPECTION AND TESTS
All goods will be subject to inspection and test by HSC. Authorized HSC personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the HSC's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT
A response to an informal request for bids is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a HSC purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas as the same may be amended from time to time. Any legal actions must be filed in Brazos County, Texas.

7. PAYMENT
Vendor shall submit one (1) copy of an itemized invoice showing HSC purchase order number. HSC will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

8 PATENTS OR COPYRIGHTS
Vendor agrees to protect the HSC from claims involving infringement of patents or copyrights.

9. VENDOR ASSIGNMENTS
Vendor hereby assigns to HSC any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to this award must give the purchase order number.

10. BIDDER AFFIRMATION
Accepting this purchase order with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By acceptance of the attached purchase order, the bidder hereby certifies that:
10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
10.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
10.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for the bid.
10.5 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
10.6 Pursuant to Section 2155.004(b) Government Code the bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
10.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract.
10.8 Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
10.9 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive: ____________________

Name of State Agency: ____________________

Date of Separation from State Agency: ____________________

Position with Bidder: ____________________

Date of Employment with Bidder: ____________________

10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
10.11 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

11. BUSINESS OWNERSHIP
Pursuant to Section 231.006 (c), Family Code, bid should include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the bid. Vendor that have pre-registered this information on the TBPC Centralized Master Vendor List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, this information must be provided prior to contract award.

12. NOTE TO BIDDER
Any terms and conditions attached to a bid will not be considered unless specifically referred to on the bid form.
WARNING: Such terms and conditions may result in disqualification of the bid (e.g. bids with the laws of a State other than Texas, requirements for prepayment, limitation on remedies, etc.).

13. ALTERNATIVE DISPUTE RESOLUTION
The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by A&M Health Science Center and the Contractor to attempt to resolve any claim for breach of contract made by the contractor:

(a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Barry Nelson Ph. D., Vice President for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to all other representatives of A&M Health Science Center and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Government Code.

(b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by A&M Health Science Center, if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

(c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by A&M Health Science Center nor any other conduct of any representative of A&M Health Science Center relating to the contract shall be considered a waiver of sovereign immunity to suit.

(1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the Texas Government Code.

(2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

(3) The designated individual responsible on behalf of A&M Health Science Center for examining any claim or counterclaim and conducting any negotiations related thereto as required under Section 2260.052, Subtitle F, Title 10 of Texas Government Code shall be Barry Nelson, Ph. D., Vice President for Finance and Administration (979) 436-9200.

14. PUBLIC DISCLOSURE
Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of Texas Government Code ("Public Information Act").

Susan King

From:	Susan King
Sent:	Wednesday, October 26, 2016 1:36 PM
To:	'SEG.Servicecontracts@olympus-ossa.com'
Cc:	'Clover, Starla K.'
Subject:	PO # P700008
Attachments:	20161026125643350.pdf

Please process the attached order.

If you have any questions, please do not hesitate to contact me.

Thank You,

Susan King CTPM

Procurement Services | Texas A&M University

MS 1477 | 330 Agronomy Road, College Station TX 77843-1477
Ph: 979.845.3888 | Fax: 979.845.3800 sa-king@tamu.edu

www.tamu.edu | LEAD by EXAMPLE

*************** PLEASE NOTE NEW NAME & EMAIL ADDRESS ********

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HEALTH SCIENCE CENTER

FILE

200 Technology Way, Suite 2079, College Station, Texas 77845-3424; Phone 979-436-9219, FAX 979-436-0074

Order Date 10/26/2016

Page 02

Include PO number on all Correspondence and packages

P700008

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

INVOICE (IN DUPLICATE) TO AGENCY BELOW

TEXAS A&M HEALTH SCIENCE CTR
MEDICAL PHYSIOLOGY
MEDICAL RESEARCH BUILDING
702 SW HK DODGEN LOOP
TEMPLE TX 76504

VENDOR

*******9613
OLYMPUS AMERICA INC
BOX 200160
PITTSBURG, PA 15251-0160

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

SHIP TO:

TEXAS A&M HEALTH SCIENCE CTR
MEDICAL PHYSIOLOGY
MEDICAL RESEARCH BUILDING
702 SW HK DODGEN LOOP
TEMPLE TX 76504

ANY EXCEPTION TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY HUB & PROCUREMENT SERVICES PRIOR TO SHIPPING.

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

Item	Description	Quantity	UOM	Unit Price	Ext Price
	VENDOR REF: ERIC BRIDENBAUGH PHONE: 484-896-5515				
	Purchase made by an Institution of Higher Education, Section 51.9335 Education Code.				
	CC FY ACCOUNT NO. DEPT.				
	23 2017 244120-00000-5513 2060			32,149.00	
	23 2018 244120-00000-5513			32,149.00	
	DOCUMENT DATE: 10/26/2016				
	DEPT.CONTACT: STARLA CLOVER PHONE NO.: 254-742-7034				
	SOLE SOURCE REASON: SERVICE CONTRACT				
	PCC CD: 9				
	TYPE FUND: S TYPE ORDER: HIED				

SAW

FOB: DESTINATION FRT INCLUDED

The Texas A&M University System Health Science Center cannot accept collect freight shipments.

Terms:

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. Neither substitutions nor cancellations permitted without prior approval.

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

The State of Texas is exempt from all Federal Excise Taxes

STATE AND CITY SALES TAX EXEMPTIONS CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309(4), 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. The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT.

PURCHASING AGENT FOR
THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER

PURCHASE ORDER

THE TEXAS A&M UNIVERSITY SYSTEM
HEALTH SCIENCE CENTER

200 Technology Way, Suite 2079, College Station, Texas 77845-3424; Phone 979-436-9219, FAX 979-436-0074

VENDOR

Order Date 10/26/2016

Page 01

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	USER REF: 134007-PB0056				
	PAYMENT TERMS: NET 30 THE TEXAS A&M HEALTH SCIENCE CENTER WILL INCUR NO LATE PAYMENT PENALTY IF PAYMENT IS MADE WITHIN THIRTY (30) DAYS FROM RECEIPT OF GOODS OR SERVICES AND AN UNCONTESTED INVOICE.				
	BY ACCEPTANCE OF THIS PURCHASE ORDER, VENDOR AGREES TO ALL TEXAS A&M HEALTH SCIENCE CENTER TERMS AND CONDITIONS - SEE ATTACHMENT A.				
	IN THE EVENT OF A CONFLICT BETWEEN THE PARTIES' TERMS AND CONDITIONS, VENDOR SPECIFICALLY AGREES TO BE BOUND BY THE LAWS OF THE STATE OF TEXAS.				
	THIS CONTRACT 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.				
	PERIOD OF SVC: 11/1/16 THROUGH 10/31/20 REF: STATE OF TX TERM CNT # 490-M2 REF: QUOTE # QT-U1141850 AGENCY WILL PAY 1/2 OF TOTAL AMOUNT OF PO ($32,149.00) NET 30 AFTER RECEIPT OF INVOICE. BALANCE WILL BE INVOICED 10/1/2017				
1	OLYMPUS FV3000 GOLD-LEVEL EXTENDED SERVICE CONTRACT FLUOVIEW 3000 SN 6C87106	1	LOT	64,298.000	64,298.00
				TOTAL	64,298.00
SAW					

FOB: DESTINATION FRT INCLUDED

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THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER

PURCHASE ORDER

THE TEXAS A&M UNIVERSITY SYSTEM
HEALTH SCIENCE CENTER
200 Technology Way, Suite 2079, College Station, Texas 77845-3424; Phone 979-436-9219, FAX 979-436-0074

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PURCHASING AGENT FOR
THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER

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The Texas A&M University System Health Science Center

Sole Source and/or Proprietary Justification

Requisition No. Date:

This form is to be used to aid departmental staff in relating information necessary in the process of requisitions on a sole source and/or proprietary basis. Your cooperation in answering the questions listed below will assist the purchaser in handling your order expeditiously. Please complete the form and forward to HUB and Procurement Services. If more space is required, feel free to attach additional pages. **NOTE: For your convenience, this is a fill-in form. Adobe Reader required.**

1. Description of item (if commodity: make, model no., etc.; if service: detail of type of service):
   Olympus FV3000 Laser Scanning Confocal Microscope Service Contract

2. Name of known source for item: Manufacturer? ☑ Yes ☐ No
   Olympus America, Inc.

3. What feature or functions are unique (proprietary) to this item?
   This contract covers the functionality of the FV3000 Confocal Microscope.

4. Briefly explain how the unique features or functions are essential to the purpose for which the item is needed.
   My research on the dynamics of isolated, perfused blood microvessels requires maximum imaging speed and sensitivity. The Olympus FV3000 confocal is the fastest imaging laser scanning confocal available permitting me to investigate rapid cellular signals previously unmeasurable on traditional confocal microscopes. The contract covers all components of this microscope.

5. List any source other than the known source that manufactures or supplies similar items or items with similar functions.
   There are no other sources for this product.

R700007

6. Why are the other sources not satisfactory?
   No other sources for this product

7. Will the item be used with existing equipment?

Will the item be used with existing equipment?	☑ Yes	☐ No
If yes, -as a repair/replacement part?	☐ Yes	☑ No
-as component to be interfaced?	☐ Yes	☑ No
-as an accessory?	☐ Yes	☑ No
-to match existing equipment?	☐ Yes	☑ No
-for reason of interchangeability?	☐ Yes	☑ No

   List make and model of existing equipment.
   The contract covers the FV3000 Confocal Microscope.

8. Include any additional information that may aid the purchaser in processing this requisition.

   OPEN MARKET SERVICE CONTRACT BY VENDOR PROVIDING EQPT UNDER STATE CONTRACT 490-MZ.

I certify that, to the best of my knowledge, the above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a sole source/proprietary purchase.

Submitted by: Pooneh Bagher, Assistant Professor, Dept of Medical Physiology
(Printed name, title and department)

Signature:

R700007

OLYMPUS

Olympus America Inc
48 Woerd Ave
Waltham MA, 02453, United States
Tel: 800-225-8330
orders@olympus-ossa.com
http://www.olympus-lifescience.com

Quotation

Quotation #	QT-U1141850
Quote title	Olympus FV3000 Extended Service Contract
Date	Sep 2, 2016

Bill to:

Texas A&M Health Sciences Center
Pooneh Bagher, Ph.D.
Department of Medical Physiology
702 S.W H.K. Dodgen Loop
Temple, TX 76504, United States

Ship to:

Texas A&M Health Sciences Center
Pooneh Bagher, Ph.D.
Department of Medical Physiology
702 S.W. H.K. Dodgen Loop
Temple, TX 76504, United States

Expires	Customer Ref #	Contact Name	Contact Phone	Contact Email	Customer Fax	Ship Via
Dec 1, 2016		Pooneh Bagher, Ph.D	254-742-7050	bagher@medicine.tamhsc.edu	254-742-7145	
Payment Terms	**Incoterms**	**Currency**	**Sales Rep**	**Sales Rep Phone**	**Sales Rep Email**	**Second Sales Rep**
Pending Credit Check	EXW-ORIGIN	U.S Dollar	Brian Cook	(512) 230-5624	brian.cook@olympus-ossa.com	Eric Bridenbaugh

P/N	Qty	Description	Tax	Unit Price	Discount	Net Unit Price	Extended Price
		FV3000 SERVICE CONTRACT FOR SYSTEM SOLD IN OLYMPUS SALES ORDERS SO-U1092677 SO-U1096398 SO-U1104001 CORRESPONDING TO TEXAS A&M PURCHASE ORDERS P600184 AM23-16-PO23157 PB0049 CORRESPONDING TO OLYMPUS QUOTATIONS QT-US-M-1022037 QT-US-M-1025954 QT-U1143295 OLYMPUS FV3000 GOLD-LEVEL EXTENDED SERVICE CONTRACT PRICING WITH 4 YEAR CONTRACT PRICING DISCOUNTS - Contract can be paid in monthly, quarterly, or annual installments					
GSC-FV3000-HSU2C4C *	4	FLUOVIEW 3000 (HSU-2CH+2CH, HSU-GaAsP 4CH) GOLD SERVICE CONTRACT (1 YEAR) INCLUDES ON-SITE MAINTENANCE, PARTS, LABOR, TRAVEL	N	26,730.00	35%	17,374.50	69,498.00

R700007

Exhibit A

System: Fluoview 3000
(item # GSC-FV3000-HSU2C4C & SCPROMO-FV3000-HSU2C4C)

Serial Number: 6C87106

*Original Warranty & Service Contract on GaAsP: Olympus will only warranty complete electronic failure of GaAsP PMTs. This warranty excludes decrease in sensitivity. Complete electronic failure will be indicated by failure to detect any electronic signal from the GaAsP detectors.

This agreement pertains to customer quotation #QT-U1141850 for a four (4) year term and covers the components as purchased by the customer listed here:

	Quotation #	Sales Order #	Customer PO #	Description
1	QT-US-M-1022037	SO-U1092677	P600184	Fluoview 3000 imaging system
2	QT-US-M-1025954	SO-U1096398	AM23-16-PO23157	GaAsP Detectors for Fluoview 3000
3	QT-U1143295	SO-U1104001	PB0049	Air table for Fluoview 3000

R700007

From: Bagher, Pooneh [mailto:bagher@medicine.tamhsc.edu]
Sent: Thursday, October 13, 2016 3:31 PM
To: SEG Servicecontracts <SEG.Servicecontracts@olympus-ossa.com>
Cc: Eric Bridenbaugh <eric.bridenbaugh@olympus-ossa.com>; Mendoza, Tina R. <TRMendoza@medicine.tamhsc.edu>
Subject: Re: EXW Quote QT-U1141850

Dear Melissa,

It might work better for me if we split the amount in half and pay over two years. First payment due 30 days following invoice, the second payment Oct. 1, 2017. Would we be able to do this?

Thanks,
Pooneh

On Oct 13, 2016, at 8:19 AM, SEG Servicecontracts <SEG.Servicecontracts@olympus-ossa.com> wrote:

Good Morning Dr. Bagher,

I am following up from Eric Bridenbaugh's email below. You are able to request annual billing in which we will draw the funds from the blanket purchase order you are providing at the start of each contract term. If you prefer the annual billing option, please clarify and we will make the appropriate notation and bill accordingly when the PO is received. Please let me know if you need any further clarification.

Kind regards,

Melissa L Kish
Customer Support Specialist
Olympus Scientific Solutions Americas
3500 Corporate Parkway
Center Valley, PA 18034

Phone: (484) 896-3259
MELISSA.KISH@OLYMPUS.COM
www.olympusamerica.com

From: Eric Bridenbaugh
Sent: Wednesday, October 12, 2016 7:07 PM
To: Bagher, Pooneh <bagher@medicine.tamhsc.edu>
Cc: Mendoza, Tina R. <TRMendoza@medicine.tamhsc.edu>; SEG Servicecontracts <SEG.Servicecontracts@olympus-ossa.com>
Subject: RE: EXW Quote QT-U1141850

R7 00007

Hi Pooneh and Tina,

Net 30 is the standard terms on all of our quotes; however, our service contract team allows for monthly or annual payments against the single PO with each successive payment due prior to the start of its respective contract term. My present understanding is that the payment options are worked out after receipt of the PO but before invoicing. I am copying our service contract team on this email to address any questions that you may.

@Melissa – Can you confirm my above statement and address our customer's question regarding the discrepancy between our quotes that say Net 30 but our option to bill multi-year service contracts monthly or annually?

Thanks,
Eric

Eric A. Bridenbaugh, Ph.D.
Research Imaging Specialist - Multiphoton & Confocal
Texas & Oklahoma Area
Scientific Solutions Group
Olympus America, Inc.
48 Woerd Avenue
Waltham, MA 02453-3824

Cell: (512) 800-9332
eric.bridenbaugh@olympus-ossa.com

www.olympus-lifescience.com

Subscribe to Receive News from Olympus Life Science
Follow us on Instagram

PLEASE NOTE MINOR CHANGE TO EMAIL ADDRESS

From: Bagher, Pooneh [mailto:bagher@medicine.tamhsc.edu]
Sent: Wednesday, October 12, 2016 2:55 PM
To: Eric Bridenbaugh <eric.bridenbaugh@olympus-ossa.com>
Cc: Mendoza, Tina R. <TRMendoza@medicine.tamhsc.edu>
Subject: PO

Dear Eric,

Tina just asked me a few questions in regard to the PO for the service

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warranty, I think you would be able to clarify. It was Tina's understanding based on our talk that we would be invoiced annually for the service contract. The PO I sent her says due net 30 which would imply that the full $64,000.00 would need to be paid within the month. Can you please clarify this? Are there alternative options of payment that I am not considering?

Best Wishes,
Pooneh

Pooneh Bagher, Ph.D.
Assistant Professor
Department of Medical Physiology
702 Southwest H.K. Dodgen Loop
Room M156
Temple, TX 76504
Tel. 254.742.7050
Fax. 254.742.7145
bagher@medicine.tamhsc.edu
http://medicine.tamhsc.edu/mphy/faculty/pooneh-bagher.html

R700007

OLYMPUS

Olympus America Inc.
48 Woerd Ave
Waltham MA, 02453, United States
Tel: 800-225-8330
orders@olympus-ossa.com
http://www.olympus-lifescience.com

Quotation

Quotation #	QT-U1141850
Quote title	Olympus FV3000 Extended Service Contract
Date	Sep 2, 2016

P/N	Qty	Description	Tax	Unit Price	Discount	Net Unit Price	Extended Price
SCPROMO-FV3000-HSU2C4C *	4	FLUOVIEW 3000 (HSU-2CH+2CH, HSU-GaAsP 4CH) SERVICE CONTRACT (1 YEAR) LIMITED TIME INTRODUCTION PROMOTION Original & Extended Warranty on GaAsP - Olympus will only warranty complete electronic failure of GaAsP PMTs. This warranty excludes decrease in sensitivity. Complete electronic failure will be indicated by failure to detect any electronic signal from the GaAsP detectors. NOTE: THE ABOVE DISCOUNT PRICING REQUIRES 4 YEAR SERVICE CONTRACT COMMITMENT AND SIGNED EXTENDED SERVICE CONTRACT TERMS AND CONDITIONS WITHIN 30 DAYS OF FV3000 SYSTEM INSTALLATION The quotation has been prepared by Eric Bridenbaugh. Phone: (512) 800-9332 Email: eric.bridenbaugh@olympus-ossa.com If you wish to place an order, please send your Purchase Order to orders@olympus-ossa.com For Credit Card orders, please call 800-446-5967 and select option #4	N	-1,300.00	0%	-1,300.00	-5,200.00

Contract Name: State of Texas
Contract Number: 490-M2
Contract Start Date: 2013-06-20 00:00:00
Contract End Date: 2017-05-31 00:00:00
Contract Shipping Term: FOB: Destination
Special Contract Term: Net 30

* Open Market Items

All other terms on this quotation are not applicable.

- Price quotes and total package prices are for listed items only and valid for 90 days.
- Changes, additions or deletions are from this package quotation may cause pricing adjustments.
- Prices quoted are FOB origin and in USD unless otherwise stated in this quotation. Shipping charges will be added to your invoice at the time of shipment. Olympus will prepay and add shipping costs unless your carrier collect account number is provided.
- Orders and warranty for Olympus equipment are accepted based on Olympus terms and conditions. You can view these terms at http://www.olympus-lifescience.com/en/product-terms-and-conditions/
- Orders received and confirmed for custom manufactured products may not be cancelled or returned without written authorization from Olympus.
- Olympus reserves the right to charge a restocking fee if confirmed order is cancelled or returned.
- Your quotation may be prepared as taxable due to the financial obligations for the state you are located in. If you are tax exempt and need to have tax removed from your quote, please provide your tax exempt form along with your purchase order.

Total Unit Price	$101,720.00
Total Savings :	$37,422.00
Subtotal :	$64,298.00
Tax	0.00
Grand Total (USD) :	**$64,298.00**

We invite you to share your opinion about our products and service. Please email customerfeedback@olympus-ossa.com with your feedback regarding Olympus

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GOLD FLUOVIEW™ EXTENDED WARRANTY AGREEMENT

1. GENERAL

This Fluoview™ Extended Warranty Agreement ("Extended Warranty") constitutes the entire agreement between Olympus America Inc.- Scientific Equipment Products Group ("Olympus") and the customer named on the signature page hereof ("Customer") with respect to the extension of that portion of a certain limited warranty ("Limited Warranty") provided by Olympus to Customer covering OLYMPUS Fluoview equipment owned by Customer. To the extent applicable (as described in paragraph 2 below), this Extended Warranty also covers ancillary laser equipment purchased and owned by Customer for use in connection with the Fluoview equipment. This Extended Warranty shall cover only equipment manufactured and/or sold by Olympus that is in proper working condition and suitable for Extended Warranty coverage as pre-determined by Olympus in its sole and absolute discretion. ***This Extended Warranty shall be deemed effective as of the "Extended Warranty Commencement Date" established by Olympus on the signature page hereof.*** In order to establish this Extended Warranty Commencement Date, Customer shall provide to Olympus, prior to the execution of this Extended Warranty, proof of Customer's purchase of the Fluoview equipment, which proof of purchase shall include the date and location of such purchase.

2. EQUIPMENT COVERAGE OPTIONS/PAYMENT TERMS

The "Equipment" covered by this Extended Warranty shall consist of the Fluoview equipment and any laser equipment selected for coverage in Exhibit A hereto. Coverage for selected laser equipment, if any, shall commence and conclude in accordance with the Extended Warranty coverage provided for the Fluoview equipment, regardless of the date of laser equipment purchase by Customer. Customer shall be responsible for the full payment of all fees corresponding to the Equipment coverage(s) so selected by Customer. Olympus will invoice Customer the full amount owed upon the execution of this Extended Warranty. Full payment will be due net 30 days from date of invoice. If at any time Customer is in breach of its obligation to pay any amount due under this Extended Warranty or any other agreement between Customer and Olympus, Olympus's obligation under this Extended Warranty to perform warranty services described herein will be suspended until such time as all required payments have been made.

3. EXTENDED WARRANTY AND LIMITATION OF LIABILITY

Pursuant to this Extended Warranty, Olympus warrants that, with respect to mechanical, optical, electrical, electronic and wear-related components, the Equipment will be free from defects in materials and workmanship under normal use and service for a four (4) year period following the Extended Warranty Commencement Date. Unless otherwise directed by Olympus, if the Equipment proves to be defective within the foregoing Extended Warranty period, Customer must contact Olympus in accordance with the procedure set forth below (*See* **"WHAT TO DO WHEN SERVICE IS NEEDED"**). Olympus, at its sole discretion, will repair, replace, or adjust the defective Equipment, provided that Olympus's investigation and factory inspection disclose that (i) such defect developed under normal and proper use and (ii) the Equipment is covered under this Extended Warranty. Repair, replacement, or adjustment of defective Equipment shall be Olympus's sole obligation and Customer's sole remedy hereunder. Customer is liable and shall pay for shipment of the Equipment to Olympus. Olympus shall not be obligated to perform deinstallation, relocation, or maintenance. Olympus reserves the right to (i) use reconditioned, refurbished, and/or serviceable used parts (that meet Olympus's quality assurance standards) for repairs and (ii) make any internal or external design and/or feature changes on or to its products without any liability to incorporate such changes on or to the Equipment.

WHAT IS NOT COVERED BY THE WARRANTY

Excluded from this Extended Warranty and not warranted by Olympus in any fashion, either express, implied, or by statute, are:

R700007

(a) products not manufactured by Olympus and/or not bearing the "OLYMPUS" brand label, with the sole exception of laser equipment covered by this Extended Warranty;
(b) any Equipment which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than Olympus's own authorized service personnel unless repair by others is made with the written consent of Olympus;
(c) defects or damage to the Equipment resulting from wear, tear, misuse, negligence, sand, liquids, impact, improper storage, non-performance of scheduled operator and maintenance items, or use of non-Olympus brand accessories, consumables, or supplies;
(d) software programs, major software upgrades
(e) supplies and consumables.

EXCEPT FOR THE LIMITED WARRANTY AND EXTENDED WARRANTY SET FORTH ABOVE, OLYMPUS MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR CONCERNING ANY PATENTS OR TECHNOLOGY USED OR INCLUDED THEREIN. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THIS EXTENDED WARRANTY. ALL GUARANTIES, WARRANTIES, CONDITIONS, AND REPRESENTATIONS WHATSOEVER, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED. SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE DISCLAIMER MAY NOT APPLY. CUSTOMER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE.

CUSTOMER ACKNOWLEDGES AND AGREES THAT OLYMPUS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT CUSTOMER MAY INCUR FROM DELAYED SHIPMENT, PRODUCT FAILURE, PRODUCT DESIGN, SELECTION, OR PRODUCTION OR FROM ANY OTHER CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL OLYMPUS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT OLYMPUS SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

Representations and warranties made by any person, including dealers and representatives of Olympus, which are inconsistent or in conflict with the terms of this Extended Warranty, shall not be binding upon Olympus unless reduced to writing and approved by an expressly authorized officer of Olympus.

The foregoing is the complete and exclusive statement of warranty which Olympus agrees to provide pursuant to this Extended Warranty and it shall supersede all prior and contemporaneous oral or written agreements, understandings, proposals, and communications pertaining to the subject matter hereof.

WHO IS COVERED BY THE EXTENDED WARRANTY
This Extended Warranty is exclusively for the benefit of Customer and cannot be transferred or assigned.

WHAT TO DO WHEN SERVICE IS NEEDED
Unless otherwise directed by Olympus, Customer shall contact Olympus Technical Assistance Center (TAC) for warranty claims:
1-800-446-5967; option 3 & option 2
TAC@Olympus.com

INTERNATIONAL WARRANTY SERVICE
International warranty service is NOT available under this Extended Warranty.

R7 00007

IF YOU HAVE QUESTIONS OR NEED HELP

If Customer has questions or needs help, contact Olympus Technical Assistance Center (TAC):
1-800-446-5967
TAC@Olympus.com

If you have any additional questions or comments regarding: (a) the use or performance of the Equipment, or (b) Customer's nearest authorized Olympus dealer, or (c) service performed in the United States which has not been resolved to Customer's satisfaction; write directly to:

Olympus America Inc.
Scientific Equipment Products Group
3500 Corporate Parkway
Center Valley, PA 18034
Attention: Director of Technical Services
800-446-5967 • www.olympusamerica.com

4. ADDITIONAL TERMS

The following terms and conditions also apply to the Extended Warranty:

- In the event that Olympus elects to dispatch a representative to Customer's premises to perform services covered by this Extended Warranty, the cost of airfare, hotel, and ground transportation for the Olympus representative shall be borne by Olympus.
- To the extent covered by this Extended Warranty (as indicated by Customer on the signature page hereof), laser heads may be refurbished by either the original manufacturer or by Olympus, and alignment will be performed at no charge. In order to minimize downtime, a refurbished laser may be provided in exchange. Customer acknowledges that if it prefers that the originally-purchased laser be refurbished rather than replaced, extensive downtime may result.
- All non-warranty repair or other service will be billed to Customer at the prevailing rate established by Olympus.

5. OBLIGATIONS OF CUSTOMER

a. Customer must provide Olympus service personnel access to the Equipment during normal business hours for the purpose of performing Extended Warranty services, where Olympus determines that a field service visit is required or desirable.

b. Customer must follow reprocessing, cleaning, and maintenance procedures for the Equipment as described in Olympus's instruction manuals.

c. Customer agrees to provide Olympus with reasonable assistance for diagnosing electronic, computer, and optical problems by telephone in preparation for (and in evaluating the need for) a field service visit.

d. Customer agrees to return all loaner units to Olympus upon Customer's receipt of its repaired Equipment. When returning loaner units, Customer shall: (i) utilize the original shipping cartons and packing material, (ii) pack the loaner units to avoid shipping damage, and (iii) assume the risk of such return shipment.

Customer acknowledges and agrees that its performance of the foregoing obligations is a condition precedent to Olympus's obligations under this Extended Warranty.

6. TERM

The term of this Extended Warranty shall be for a period of four (4) years commencing on the Extended Warranty Commencement Date.

R700007

7. TERMINATION

Either party may terminate this Extended Warranty at any time upon 30 days' prior written notice to the other party, in the event that the other party breaches any of its material obligations hereunder and such breach has not been cured during such 30-day period. Olympus recognizes that Customer's funding for this Extended Warranty is contingent upon yearly appropriation. If Customer is not approved for funding for a specific year, Customer may terminate this Extended Warranty upon thirty (30) days notice. In such event, Customer shall reimburse Olympus the difference between the list price and any discounted rate hereunder for each year, or any part thereof, of this Extended Warranty performed by Olympus. All such amounts will be invoiced and payable within thirty (30) days.

8. CHOICE OF LAW AND FORUM

This Extended Warranty shall be deemed to have been made within and under the laws of the Commonwealth of Pennsylvania and will be governed under the substantive laws of the Commonwealth of Pennsylvania without regard to the conflict of laws rules thereof. The parties expressly agree that any controversy, dispute or claim with respect to any provision of this Extended Warranty shall be adjudicated exclusively by a court of competent jurisdiction within Lehigh County, the Commonwealth of Pennsylvania, or the Federal District Court in the Eastern District of Pennsylvania, applying Pennsylvania law without regard to the conflict of laws rules thereof, and the Customer hereby waives any objections it may have to the designation of a forum or venue of the court set forth herein. Either party hereto may institute suit or take any other actions provided by law in any other jurisdiction to enforce, collect or secure a judgment obtained in Lehigh County, the Commonwealth of Pennsylvania or the Federal District Court in the Eastern District of Pennsylvania. Notwithstanding the foregoing, Olympus may institute and prosecute to judgment in any court of competent jurisdiction an action, suit or proceeding to effect collection of any monies due to Olympus from Customer.

9. EVENTS BEYOND OLYMPUS'S CONTROL

Olympus shall not be responsible or liable for any failure to perform hereunder if such failure is caused by acts of God, acts of government, strikes or labor disputes, failures of transportation, fire or flood or other casualty, failures of subcontractors or suppliers, or any other cause or causes (whether or not similar in nature to any of those hereinbefore specified) that are beyond Olympus's reasonable control.

10. TAXES

All charges shown hereunder do not include any federal, state or local taxes or fees. Customer will reimburse Olympus for all such applicable taxes or fees that may be levied by any taxing authority.

11. COMPLETE AGREEMENT

This Extended Warranty (including its schedules, if any) is the complete agreement of the parties with regard to the subject matter hereof, supersedes all prior or contemporaneous oral or written proposals, communications, understandings and agreements regarding this subject matter, and, except as set forth herein, may not be modified, amended or waived in whole or in part except in a writing signed by the party charged with such waiver and stating that it is a waiver. The waiver of a breach of any provision of this Extended Warranty will not be a waiver of any subsequent breach of the same or any other provision hereof. The terms and conditions contained in any purchase order or other communication sent by Customer to Olympus shall be of no effect.

R700007

Customer: Pooneh Bagher
(Name)

702 SW HK Dodgen Loop
(Address)

Temple, TX 76504
(Address)

Signature: [signature]

Printed Name: Pooneh Bagher

Title: Assistant Professor

Signature Date: 11 Oct 2016

Olympus America Inc.
Scientific Equipment Products Group
3500 Corporate Parkway
Center Valley, PA 18034

Signature: ______________________

Printed Name: ______________________

Title: ______________________

OLYMPUS USE ONLY

Extended Warranty Commencement Date: ______________________

Subject: Fwd: EXW Quote QT-U1141850
Date: Monday, October 17, 2016 at 8:58:55 AM Central Daylight Time
From: Mendoza, Tina R.
To: Clover, Starla K.

Please send this with the quote so that Susan will set up the payments.

Thanks,
Tina

Tina Mendoza | Business Administrator I
Department of Medical Physiology, College of Medicine | Texas A&M University
|702 SW H.K. Dodgen Loop | Temple, TX 76504-7105
ph: 254-742-7033 | fax: 254-742-7145 | TRMendoza@tamhsc.edu
medicine.tamhsc.edu/mphy
TEXAS A&M UNIVERSITY

Begin forwarded message:

From: SEG Servicecontracts <SEG.Servicecontracts@olympus-ossa.com>
Subject: RE: EXW Quote QT-U1141850
Date: October 13, 2016 at 3:05:52 PM CDT
To: "Bagher, Pooneh" <bagher@medicine.tamhsc.edu>, SEG Servicecontracts <SEG.Servicecontracts@olympus-ossa.com>
Cc: Eric Bridenbaugh <eric.bridenbaugh@olympus-ossa.com>, "Mendoza, Tina R." <TRMendoza@medicine.tamhsc.edu>

Hi Pooneh,

Yes this is definitely possible and we will make a notation that specifies half of the monies ($32,149.00) to be paid when the purchase order is received, and the remaining balance ($32,149.00) to be paid Oct. 1, 2017. Please forward the purchase order to SEG.Servicecontracts@olympus-ossa.com. If you have any further questions or concerns, please do not hesitate to reach out.

Kind regards,

Melissa L Kish
Customer Support Specialist
Olympus Scientific Solutions Americas
3500 Corporate Parkway
Center Valley, PA 18034

Phone: (484) 896-3259
MELISSA.KISH@OLYMPUS.COM
www.olympusamerica.com

VISUAL COMPLIANCE RESTRICTED PARTY SCREENING

Search criteria: **Olympus America** (Exact match)
[Export, Sanctions, GSA, Police, PEP and International data groups]

Date of search: **Wednesday, October 26, 2016**
Time of search: **10:22 AM EDT**
Report created by: **SUSAN WARREN, TEXAS A&M - HEALTH SCIENCE CENTER**

NO MATCHING RECORDS FOUND

AUTHORITIES:

· Department of Commerce Denied Persons [BIS]
· Department of Commerce Entity List [BIS]
· Department of Commerce "Unverified" List [BIS]
· Department of State Arms Export Control Act Debarred Parties [DDTC]
· Department of State Munitions Export Control Orders [DDTC]
· Department of State Nonproliferation Orders
· Department of State Iran Sanctions (ISA and TRA)
· WMD Trade Control Designations [OFAC]
· Department of State Designated Terrorist Organizations
· Department of State Terrorist Exclusion List
· Palestinian Legislative Council List [OFAC]
· Federal Register General Orders
· Specially Designated Nationals and Blocked Persons [OFAC]
· Foreign Sanctions Evaders List (FSE-IR) [OFAC]
· Sectoral Sanctions Identifications List (UKRAINE-EO13662) [OFAC]
· Persons Identified as Blocked Solely Pursuant to Executive Order 13599 [OFAC]
· United Nations Consolidated List
· GSA Parties Excluded from Federal Procurement Programs [SAM/EPLS]
· GSA Parties Excluded from Federal Nonprocurement Programs [SAM/EPLS]
· GSA Parties Excluded from Federal Reciprocal Programs [SAM/EPLS]
· Air Force Special Investigations - Top Ten Fugitives
· Alcohol, Tobacco, Firearms and Explosives Most Wanted
· FBI Ten Most Wanted Fugitives
· FBI Most Wanted Terrorists
· FBI Kidnappings and Missing Persons
· FBI Seeking Information
· FBI Wanted Fugitives
· Food and Drug Administration – Clinical Investigators
· Food and Drug Administration – Debarment List
· Food and Drug Administration – Disqualified and Restricted
· Homeland Security Investigations Most Wanted
· Naval Criminal Investigative Service – Wanted Fugitives
· U.S. Immigration and Customs Enforcement Most Wanted
· U.S. Drug Enforcement – Major International Fugitives
· U.S. Marshals Service – Major Fugitive Cases
· U.S. Marshals Service – Top 15 Most Wanted
· Office of Research Integrity PHS Administrative Actions
· U.S. Postal Inspection Service – Most Wanted
· U.S. Secret Service Most Wanted
· OIG Entities Excluded from Federal Health and Medicare Programs
· CIA Chiefs of State and Cabinet Members of Foreign Governments [Politically Exposed Persons]
· Japan Foreign End-Users of Concern
· Kingdom of Saudi Arabia Wanted Militants
· CPSEP Listed Entities
· Australia Foreign Affairs Consolidated List
· European Union Consolidated List
· Interpol Recently Wanted
· HM Treasury Consolidated List [England]
· Canadian Economic Sanctions
· Canadian Border Services Agency Wanted List
· RCMP Wanted Fugitives
· FinCEN (USA PATRIOT Act) Section 311 - Special Measures
· World Bank Listing of Ineligible Firms
· OSFI Consolidated List – Entities
· OSFI Consolidated List – Individuals
· OSFI Warning List

COMPTROLLER.TEXAS.GOV

Glenn Hegar
Texas Comptroller of Public Accounts

Purchasing

DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b)(4).

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
1562456928900	Smith Housewares and Restaurant Supplies 500 Erie Blvd. Syracuse, NY 13202	November 12, 2014	5 Years
1743261315000	Walker's Electric Company 1520 Park St Beaumont TX 77701 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years
1272447273800	Walker Electric Company, LLC 1520 Park St. Beaumont TX 77701-5527 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years

Download Debarred Vendor List [comptroller.texas.gov/purchasing/docs/debarred-vendor-list.pdf].

Federal Exclusion

Agencies and co-op members may wish to check the list of vendors excluded from doing business on the federal level. The System for Award Management, or SAM, can be used as a resource for purchasing entities.

According to Statewide Procurement Division rules, other debarment activities from other entities may be considered as possible indicators of vendor responsibility.

Vendor Information on Payments

The Search State Payments Issued application provides vendors with payment details.

They can also sign up in the application for Advance Payment Notification.

Texas Government Code §2155.077

Texas Administrative Code: 34 TAC §20.101, §20.102, §20.105, §20.106 and §20.107.