

PURCHASE ORDER

THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER

FILE

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

Order Date

11/02/2016

Page 01

Include PO number on all
Correspondence and packages

P700010

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
INSTITUTE OF BIOSCIENCES &
TECHNOLOGY
2121 W HOLCOMBE BLVD
HOUSTON TX 77030

VENDOR

*****400F
RICOH USA INC
P.O. BOX 650016
DALLAS, TX 75265-0016

ALL TERMS AND
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BECOME A PART
OF THIS ORDER.

SHIP TO:

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HOUSTON TX 77030

0100010

R700010

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HUB & PROCUREMENT SERVICES PRIOR TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS
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Item	Description	Quantity	UOM	Unit Price	Ext Price
1	<p>USER REF: 244870-00000JC</p> <p>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.</p> <p>BY ACCEPTANCE OF THIS PURCHASE ORDER, VENDOR AGREES TO ALL TEXAS A&M HEALTH SCIENCE CENTER TERMS AND CONDITIONS - SEE ATTACHMENT A.</p> <p>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.</p> <p>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.</p> <p>REF: TASB BUYBOARD PERIOD OF SVC: 12/1/16 THROUGH 11/30/19</p> <p>Copier Lease for 6 Ricoh machines (1) Ricoh MP6004SP 220 Sheet Single Pass Auto Doc Feeder 60 pages per minute B&W 60 pages per minute Full Color Copy, Network Print, Color Scan to email or folder 2 X 550 Sheet Drawers 1000 Sheet Lge Capacity Drawer DOSS (security)</p>	36	MO	2,625.000	94,500.00

SAW

FOB: DESTINATION FRT INCLUDED

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

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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.

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	This pricing is based on TASB Buyboard pricing This contract is part of the Texas A&M and Ricoh Right Sizing Program and will give 4% annually back to the department each year on the contract				
	VENDOR REF: REBECCA CELLA				
	Purchase made by an Institution of Higher Education, Section 51.9335 Education Code.				
	CC FY ACCOUNT NO. DEPT.				
	23 2017 244870-00000-5825 7000			23,625.00	
	23 2018 244870-00000-5825			31,500.00	
	23 2019 244870-00000-5825			31,500.00	
	23 2020 244870-00000-5825			7,875.00	
	DOCUMENT DATE: 11/02/2016				
	DEPT. CONTACT: JENNIFER CAIN PHONE NO.:				
	PCC CD: 9				
	TYPE FUND: S TYPE ORDER: HIED				
				TOTAL	94,500.00

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	<p>This pricing is based on TASB Buyboard pricing</p> <p>This contract is part of the Texas A&M and Ricoh Right Sizing Program and will give 4% annually back to the department each year on the contract</p> <p>VENDOR REF: REBECCA CELLA</p>				
				TOTAL	94,500.00

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Texas A&M University Health Science Center

TERMS AND CONDITIONS

Attachment A

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 unopened 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 initiated 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 the 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, tip, 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 659.003 of the Government Code, relating to contracting with executive head of a State agency. If section 659.003 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

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- 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:

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- (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.

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- (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: Thursday, December 01, 2016 2:58 PM
To: 'rebecca.cella@ricoh-usa.com'
Cc: 'Cain, Jennifer D.'
Subject: PO # P700010 (UPDATED)
Attachments: 20161201145727776.pdf

Importance: High

Please see updated PO per your request.

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 *****

PURCHASE ORDER
THE TEXAS A&M UNIVERSITY SYSTEM
HEALTH SCIENCE CENTER

Order Date

11/02/2016

VENDOR

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

Page

01

Include PO number on all
Correspondence and packages

P700010

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
INSTITUTE OF BIOSCIENCES &
TECHNOLOGY
2121 W HOLCOMBE BLVD
HOUSTON TX 77030

VENDOR

*****400F
RICOH USA INC
P.O. BOX 650016
DALLAS, TX 75265-0016

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

SHIP TO:

TEXAS A&M HEALTH SCIENCE CTR
INSTITUTE OF BIOSCIENCES &
TECHNOLOGY
2121 W HOLCOMBE BLVD
HOUSTON TX 77030

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
	<p>USER REF: 244870-00000JC</p> <p>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.</p> <p>BY ACCEPTANCE OF THIS PURCHASE ORDER, VENDOR AGREES TO ALL TEXAS A&M HEALTH SCIENCE CENTER TERMS AND CONDITIONS - SEE ATTACHMENT A.</p> <p>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.</p> <p>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.</p> <p>REF: TASB BUYBOARD PERIOD OF SVC: 12/1/16 THROUGH 11/30/19</p>				
1	<p>Copier Lease for 6 Ricoh machines (1) Ricoh MP6004SP 220 Sheet Single Pass Auto Doc Feeder 60 pages per minute B&W 60 pages per minute Full Color Copy, Network Print, Color Scan to email or folder 2 X 550 Sheet Drawers 1000 Sheet Lge Capacity Drawer DOSS (security)</p>	36	MO	2,625.000	94,500.00

SAW

FOB: DESTINATION FRT INCLUDED

Terms:

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

FAILURE TO DELIVER-If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. 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**

Order Date

11/02/2016

VENDOR

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

Page

02

Include PO number on all
Correspondence and packages

P700010

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

INVOICE (TO BE DULICATED TO AGENCY BELOW)

TEXAS A&M HEALTH SCIENCE CTR
INSTITUTE OF BIOSCIENCES &
TECHNOLOGY
2121 W HOLCOMBE BLVD
HOUSTON TX 77030

VENDOR

*****400F
RICOH USA INC
P.O. BOX 650016
DALLAS, TX 75265-0016

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

SHIP TO:

TEXAS A&M HEALTH SCIENCE CTR
INSTITUTE OF BIOSCIENCES &
TECHNOLOGY
2121 W HOLCOMBE BLVD
HOUSTON TX 77030

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HUB & PROCUREMENT SERVICES PRIOR TO SHIPPING.

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INSTRUCTED PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	Stapler Finisher Hole Punch Supports paper up to 12" x 18" Fax Board Post Script 3 Power Filter Smart Operation Panel Display (5) Ricoh MPC4504SP 220 Sheet Single Pass Auto Doc Feeder 45 Pages per Minute B&W 45 Pages per Minute Full Color 1200 x 1200 DPI Print 600 x 600 DPI Scanning 4 x 550 Sheet Drawers 100 Sheet Stack Bypass Tray DOSS (security) Fax Board Staple Finisher Hole Punch Color Network Print Color Network Scan to Email Post Script 3 for MAC Printing Power Filter Print from/Scan to USB/SD card 10.1" Smart operation Panel Includes: 192,000 B/W Images Annually 51,000 Color Images Quarterly Includes: Service, Parts, Labor, Drum, Toner & Staples Color billed 51,001+ @\$.0504 each quarterly B/W Image rate @ \$0.0084 No B/W overages will be billed				

SAW

FOB: DESTINATION FRT INCLUDED

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

PURCHASE ORDER
THE TEXAS A&M UNIVERSITY SYSTEM
HEALTH SCIENCE CENTER

Order Date

11/02/2016

Page

03

VENDOR

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

Include PO number on all Correspondence and packages
P700010

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 INSTITUTE OF BIOSCIENCES & TECHNOLOGY 2121 W HOLCOMBE BLVD HOUSTON TX 77030
SHIP TO:
TEXAS A&M HEALTH SCIENCE CTR INSTITUTE OF BIOSCIENCES & TECHNOLOGY 2121 W HOLCOMBE BLVD HOUSTON TX 77030

VENDOR
*****400F RICOH USA INC P.O. BOX 650016 DALLAS, TX 75265-0016

ALL TERMS AND
 CONDITIONS SET
 FORTH IN THE
 BID INVITATION
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PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS
 INSTRUCTED PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>This pricing is based on TASB Buyboard pricing</p> <p>This contract is part of the Texas A&M and Ricoh Right Sizing Program and will give 4% annually back to the department each year on the contract</p> <p>VENDOR REF: REBECCA CELLA</p>			TOTAL	94,500.00

SAW

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

Texas A&M University Health Science Center

TERMS AND CONDITIONS

Attachment A

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 initiated 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.

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Susan King

From: Susan King
Sent: Thursday, November 17, 2016 7:56 AM
To: 'Cain, Jennifer D.'
Subject: PO #P700010
Attachments: 20161117075456362.pdf

Importance: High

Please forward the attachment to your rep. at Ricoh as I do not have an email address for her.

Thanks,
Susan

Ricoh USA, Inc.

Business Solutions Proposal
Prepared For:

**Texas A&M Health Science Center
Houston**

Prepared By:

Rebecca Cella

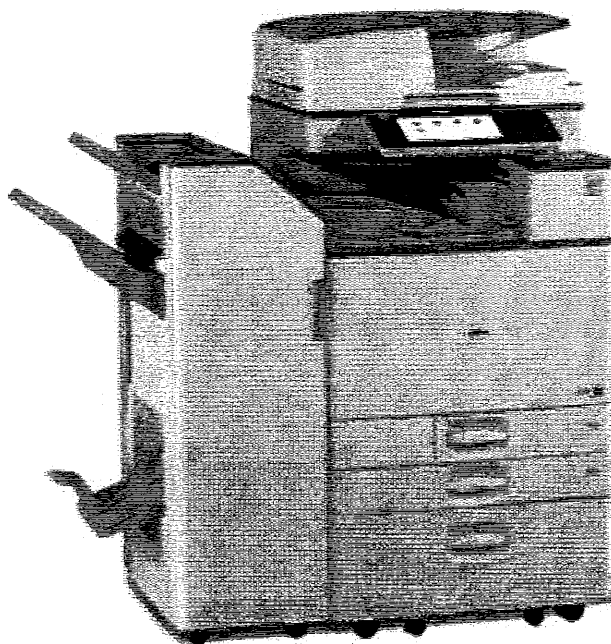
October 27, 2016

Quote from Ricoh USA, Inc.
TAMU Health Science Center

Full Color

(1) Ricoh MP6004SP – Replacement of the (1) MPC5503SP

220 Sheet Single Pass Automatic Document Feeder
 60 Pages per Minute Black&White
 60 Pages per Minute Full Color
 Copy, Network Print, Color Scan to email or folder
 2x 550 Sheet Drawers
 1000 Sheet Large Capacity Drawer
 DOSS (security)
 Stapler Finisher
 Hole Punch
 Supports Paper Up to 12"x18"
 Fax Board
 Post Script 3
 Power Filter
 Smart Operation Panel Display



RENTAL AGREEMENT – 6 MACHINES		
Term	Copies Included	Price
36 Months	192,000 B/W Images Annually 51,000 Color Images Quarterly	\$2,625.00 / Month
48 Months	192,000 B/W Images Annually 51,000 Color Images Quarterly	\$2,380.00 / Month

*Includes Service, Parts, Labor, Drum, Toner & Staples
 Color Billed 51,001+ @ \$.0504 Each Quarterly*

Black and White Image Rate @ \$.0084 - No Black and White Overages Will Be Billed

This Pricing is based on the TASB buyboard pricing.

This contract is part of the Texas A&M and Ricoh Right Sizing Program and will give 4% annually back to the department each year on the contract.

Quote from Ricoh USA, Inc.
TAMU Health Science Center

Currently:

MPC4503 x 5

2121 W Holcombe – Room 202N

Room 214A

Room 503

Room 603

Room 905

MPC5503 x 1

2121 W Holcombe – Room 403

192,000 black and white images annually – averaging 11,195 per month

51,000 color images quarterly – averaging 17,637 per month

No charges black and white overages, \$0.07 per image color overage (51,001+)

\$2,825.00 / month

Full Color

(5) Ricoh MPC4504SP – Replacement of the (5) MPC4503SP

220 Sheet Single Pass Automatic Document

Feeder

45 Pages per Minute Black&White

45 pages per Minute Full color

1200x1200 DPI Print

600x600 DPI Scanning

4x550 Sheet Drawers

100 Sheet Stack Bypass Tray

DOSS (security)

Fax Board

Staple Finisher

Hole Punch

Color network Print

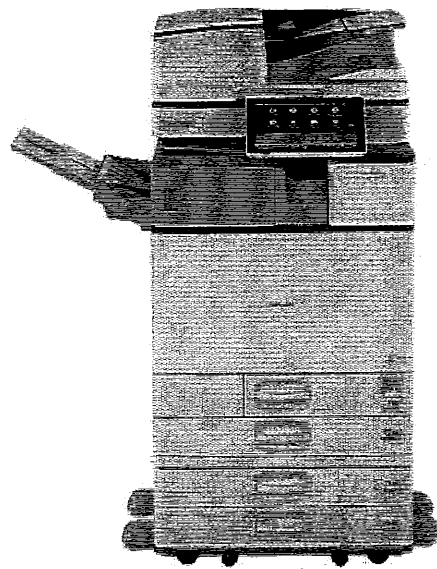
Color network Scan to email

Post Script 3 for MAC printing

Power Filter

Print from/Scan to USB/SD card

10.1" Smart Operation Panel



VISUAL COMPLIANCE RESTRICTED PARTY SCREENING

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

Date of search: **Wednesday, November 2, 2016**

Time of search: **11:30 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



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 [↗](#).