# PURCHASE ORDER

**FILE**

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

**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

**SHIP TO:**

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

## VENDOR

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>******9613</th>
</tr>
</thead>
<tbody>
<tr>
<td>OLYMPUS AMERICA INC</td>
<td>BOX 200160</td>
</tr>
<tr>
<td>PITTSBURG, PA 15251-0160</td>
<td></td>
</tr>
</tbody>
</table>

**Terms and Conditions Set Forth in the Bid Invitation Become a Part of This Order.**

**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 Details

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Ext Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>OLYMPUS PV3000 GOLD-LEVEL EXTRANDED SERVICE CONTRACT</td>
<td>1</td>
<td>LOT</td>
<td>64,298.000</td>
<td>64,298.000</td>
</tr>
</tbody>
</table>

**Total** 64,298.00

---

**NOTE:** DESTINATION FRT INCLUDED

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

---

**Terms:**

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

---

The Texas A&M University System Health Science Center

---

STATE AND CITY SALES TAX EXEMPTIONS CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309(b), for purchase of tangible personal property described in the numbered order, purchased from contractor as above listed above, as this property is being issued for the exclusive use of the State of Texas. The Terms and Conditions of the State of Texas shall prevail.
# PURCHASE ORDER

**THE TEXAS A&M UNIVERSITY SYSTEM**

**HEALTH SCIENCE CENTER**

200 Technology Way, Suite 2079, College Station, Texas 77845-3424; Phone 979-436-5219, FAX 979-436-0074

**FILE**

Include PO number on all correspondence and packages

**VENDOR GUARANTEE**

Merchandise delivered on this order will meet or exceed specifications in the bid invitation.

**INVOICE ON DUPLICATE TO AGENCY BELOW**

| TEXAS A&M HEALTH SCIENCE CTR |
| MEDICAL PHYSIOLOGY |
| MEDICAL RESEARCH BUILDING |
| 702 SW HK Dodgen Loop |
| TEMPLE TX 76504 |

**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 RHE & PROCUREMENT SERVICES PRIOR TO SHIPMENT.**

**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: 464-596-5515

Purchase made by an Institution of Higher Education, Section 51.9335 Education Code.

**CC** | **FY** | **ACCOUNT NO.** | **DEPT.** | **QUANTITY** | **UNIT PRICE** | **EXT PRICE**
--- | --- | --- | --- | --- | --- | ---
| | | | | | | 

**DOCUMENT DATE: 10/26/2016**

**DEPT CONTACT: STARRA CLOVER**

PHONE NO.: 254-743-7034

**S O L I D  S O U R C E  R E A S O N:**

SERVICE CONTRACT

**FCC CD:** 9

**TYPE FUND:** S **TYPE ORDER:** HIBD

---

**F O R : DESTINATION FRT INCLUDED**

The Texas A&M University System Health Science Center reserves the right to collect freight charges.

FAILUR E TO DELIVER: If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reason for delay, or if supplies are rejected for failures to meet specifications, the State reserves the right to purchase similarly qualified 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.

The State of Texas is exempt from all Federal Excise Taxes

**STATE AND CITY SALES TAX EXEMPTION CERTIFICATE:** The undersigned obtain exemption from sales and use tax under Texas Tax Code, Section 151.009(g), for purchase of tangible personal property described in this numbered order, purchased from contractor(s) and supplier(s) listed above, as this property is being received for the exclusive use of the State of Texas. The Terms and Conditions of the State of Texas shall prevail.

---

**F E R C H A S S I N G A G E N T FOR THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER**

---

**Terms:**

IN ACCORDANCE WITH YOUR PRIOR AGREEMENT, SUPPLY AGREEMENT MUST BE PLACE IN THE DEPARTMENT RECEIVING ROOM BY

THIS ORDER IS NOT VALID UNLESS SIGNED BY PURCHASING AGENT.
## 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**

<table>
<thead>
<tr>
<th>VENDOR</th>
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**INVOICE (IN DUPLICATE) TO AGENCY BELOW**

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<th>TEXAS A&amp;M HEALTH SCIENCE CTR</th>
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<td>MEDICAL PHYSIOLOGY</td>
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<tr>
<td>MEDICAL RESEARCH BUILDING</td>
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<tr>
<td>702 SW HK DODGEN LOOP</td>
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<tr>
<td>TEMPLE TX 76504</td>
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**SHIP TO:**

<table>
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<tr>
<th>TEXAS A&amp;M HEALTH SCIENCE CTR</th>
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<tbody>
<tr>
<td>MEDICAL PHYSIOLOGY</td>
</tr>
<tr>
<td>MEDICAL RESEARCH BUILDING</td>
</tr>
<tr>
<td>702 SW HK DODGEN LOOP</td>
</tr>
<tr>
<td>TEMPLE TX 76504</td>
</tr>
</tbody>
</table>

---

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

---

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

---

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

---

<table>
<thead>
<tr>
<th>Item</th>
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<th>UOM</th>
<th>Unit Price</th>
<th>Ext Price</th>
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<tr>
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<td>PAYMENT TERMS: NET 30</td>
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<tr>
<td>THE TEXAS A&amp;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.</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>BY ACCEPTANCE OF THIS PURCHASE ORDER, VENDOR AGREES TO ALL TEXAS A&amp;M HEALTH SCIENCE CENTER TERMS AND CONDITIONS – SEE ATTACHMENT A.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>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.</td>
<td></td>
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<tr>
<td>PERIOD OF SVC: 11/1/16 THROUGH 10/31/20</td>
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<tr>
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<tr>
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<tr>
<td>AGENCY WILL PAY 1/2 OF TOTAL AMOUNT OF PO (10% 149.00 ) NET 30 AFTER RECEIPT OF</td>
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<td>INVOICE. BALANCE WILL BE INVOICED 10/1/2017</td>
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<tr>
<td>1 OLYMPUS FY3000 GOLD-LEVEL EXTENDED SERVICE CONTRACT</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>FLUOVUE FLUOVIEW 3000 SN 6C87106</td>
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<td></td>
</tr>
</tbody>
</table>

---

**FOR:**

**DESTINATION FRT INCLUDED**

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

---

**FAILURES 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 the 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.

---

**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 151.994, 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.

---

**Terms:**

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

**This order is not valid unless signed by the purchasing agent.**

---

**Purchasing Agent:**

THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER

---

**Destiny FRT Included**

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 the 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.

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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 151.994, 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.

---

**Terms:**

In accordance with your bid, equipment must be placed in the department receiving room by.

**This order is not valid unless signed by the purchasing agent.**

---

**Purchasing Agent:**

The Texas A&M University System Health Science Center

---

**FRT Included**

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 the 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.

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**The State of Texas is exempt from all Federal Excise Taxes**

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**Terms:**

In accordance with your bid, equipment must be placed in the department receiving room by.

**This order is not valid unless signed by the purchasing agent.**

---

**Purchasing Agent:**

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 77843-3424; Phone 979-436-9219, FAX 979-436-0074

---

**INVOICE ON DUPLICATE TO AGENCY BELOW**

**VENDOR**

P700003

---

**VENDOR**

*****9613

OLYMPUS AMERICA INC

BOX 200160

PITTSBURG, PA 15231-0160

---

**SHR TO:**

**THE TEXAS A&M HEALTH SCIENCE CTR**

**MEDICAL PHYSIOLOGY**

**MEDICAL RESEARCH BUILDING**

**702 SW H K DODGEN LOOP**

**TEMPLE TX 76504**

---

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

---

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

---

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Ext Price</th>
</tr>
</thead>
</table>

**VENDOR REF:** ERIC BRIDENBAUGH

**PHONE:** 434-896-5515

---

**FOR:** DESTINATION FRT INCLUDED

The Texas A&M University System Health Science Center must accept landed 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.

---

The State of Texas is exempt from all Federal Excise Taxes.

---

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned states no exemption from taxes under Texas Tax Code, Section 161.3309(a), for purchase of tangible personal property described in this purchase order, purchased from contractor as above, as such property is being acquired for the exclusive use of the State of Texas. The Terms and Conditions of the State of Texas shall prevail.

---

IN ACCORDANCE WITH YOUR SELLING AGREEMENT MUST BE PLACED IN THE DEPARTMENT PURCHASING ROOMS.

---

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

---

Purchasing Agent for

THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER
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 pertaining to purchasing in the State of Texas in addition to the requirements of this form.
1.2 Vendor must have the editorial page and child of the contract. Unit prices must be agreed to in writing.
1.3 Vendor must be licensed to do business in the A&M Health Science Center. If not, the contract will be null and void.
1.4 Vendor must be licensed to do business in the State of Texas. If not, the contract will be null and void.

2. PAYMENT
2.1 Vendor will submit the first payment within 30 days of the bid date. All payments are final and non-refundable.
2.2 Vendor will submit the final payment within 30 days of the bid date. All payments are final and non-refundable.

3. INSPECTION AND TESTS
3.1 All goods will be subjected to inspection and test by HSC. HSC will have the right to refuse any goods that do not meet the specifications.
3.2 All goods will be subjected to inspection and test by HSC. HSC will have the right to refuse any goods that do not meet the specifications.

4. AWARD OF CONTRACT
4.1 A request for proposal or bid shall be issued with the terms, conditions, specifications, and instructions contained herein. Bids shall be evaluated based on the lowest responsible bidder, as determined by the HSC Purchasing Office.
4.2 A request for proposal or bid shall be issued with the terms, conditions, specifications, and instructions contained herein. Bids shall be evaluated based on the lowest responsible bidder, as determined by the HSC Purchasing Office.

5. PATENTS OR COPYRIGHTS
5.1 Vendor shall submit evidence of ownership or license agreements with the original owner of all copyright or trademark rights.
5.2 Vendor shall submit evidence of ownership or license agreements with the original owner of all copyright or trademark rights.

6. VENDOR ASSIGNMENTS
6.1 Vendor must provide written notice of any changes in ownership, address, or contact information to the HSC Purchasing Office. All changes will be reflected in the contract.
6.2 Vendor must provide written notice of any changes in ownership, address, or contact information to the HSC Purchasing Office. All changes will be reflected in the contract.

7. BIDDER AFFIRMATION
7.1 Bidders must submit a signed certification that they have read and understand the terms and conditions of the contract.
7.2 Bidders must submit a signed certification that they have read and understand the terms and conditions of the contract.

8. EXCULPATORY
8.1 Vendor shall indemnify and hold harmless the HSC, its employees, agents, and contractors from any and all claims, actions, or proceedings.
8.2 Vendor shall indemnify and hold harmless the HSC, its employees, agents, and contractors from any and all claims, actions, or proceedings.

9. LEGAL AND JURISDICTION
9.1 All disputes arising out of or related to this contract shall be governed by the laws of the State of Texas.
9.2 All disputes arising out of or related to this contract shall be governed by the laws of the State of Texas.

10. NOT TO BEGIVE
10.1 Vendor shall not be required to furnish any goods or services unless specifically requested in writing.
10.2 Vendor shall not be required to furnish any goods or services unless specifically requested in writing.

11. ALTERNATIVE DISPUTE RESOLUTION
11.1 The parties shall make reasonable efforts to resolve any disputes in accordance with the American Arbitration Association and the Texas Dispute Resolution Center.
11.2 The parties shall make reasonable efforts to resolve any disputes in accordance with the American Arbitration Association and the Texas Dispute Resolution Center.

12. COMPLIANCE WITH THE CONTRACT
12.1 Vendor shall comply with all provisions of the contract, including payment terms, delivery dates, and performance standards.
12.2 Vendor shall comply with all provisions of the contract, including payment terms, delivery dates, and performance standards.

13. PUBLIC DISCLOSURE
13.1 Information, documentation, and other materials in connection with the solicitation or any resulting contract shall be subject to public disclosure by A&M Health Science Center.
**Please Note New Name & Email Address**

Thank you,

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

Please process the attached order.

201626125643350.png

Subject
To:
Sent:
From:

Susan King
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>EPSON PF3000 Gold-Level Extended Service</td>
<td>1 LOT</td>
<td></td>
<td>64,298.00</td>
</tr>
</tbody>
</table>

**Terms:**

- Net 30
- Payment terms: Full payment within thirty (30) days from receipt of goods or services, or outstanding balance.
- Failure to remit payment within the specified terms will result in the application of a late penalty of interest at the rate of 1% per month on the unpaid balance.
- In the event of any conflict between the terms and conditions, payment will be made in accordance with the laws of the State of Texas.

**Purchasing Agreement:**

Please note: This purchase order is subject to cancellation in the event of insolvency or dissolution of the vendor. The vendor agrees to notify the purchaser in writing prior to the effective date of the insolvency or dissolution.

**Vendor Information:**

- Vendor: OLYMPUS AMERICA INC
- Address: 200 Technology Way, Suite 207P, Center Valley, PA 18034
- Phone: 484-356-9219, Fax: 484-436-0074

**Contact Person:**

- Person: [Contact Name]
- Phone: [Contact Phone]

**Authorizing Signature:**

[Signature]

**Date:**

[Date]

The Texas A & M University System Health Science Center cannot accept collateral, freight, and other charges not specified in the purchase order. Any additional charges, freight, or other costs incurred by the vendor without prior written approval will be deemed unauthorized and will not be charged to the University. The terms and conditions of the University System are subject to change without notice.
<table>
<thead>
<tr>
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<th>Description</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Purchase made by an institution of Higher Education, Section 51:50 Education Code.</td>
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<tr>
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<td>acci, 02/12/2016</td>
</tr>
<tr>
<td></td>
<td>Date: 10/26/2016</td>
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<tr>
<td></td>
<td>Source Reason: 254-742-7034</td>
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<td>PCC Code: 9</td>
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<td></td>
<td>Type Order: H1</td>
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<tr>
<td>Item</td>
<td>Description</td>
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<tr>
<td>------</td>
<td>-------------</td>
</tr>
<tr>
<td>1</td>
<td>Olympus F300 Gold-Level Extended Service</td>
</tr>
</tbody>
</table>
THE TEXAS ADVANCED MEDICAL SCIENCE CENTER

The Texas Advanced Medical Science Center, located at 722 SW 20th Street, Austin, Texas 78705, is a leading research institution in the field of medicine. The center focuses on advancing medical knowledge through cutting-edge research and education.

For any questions regarding this document, please contact our customer service team.

Purchasing Order

Item Description

Item 1: Equipment

Vendor: Acme Inc.

Address: 123 Main St., Austin, TX 78705

Phone: 555-1234

Purchase Order Number: 123456

Date: 05/01/2023

Order Date: 04/30/2023

Due Date: 05/31/2023

Terms: Net 30

Payment Method: Check

Note: This purchase order is subject to approval by the appropriate department.

The Texas Advanced Medical Science Center

200 Technology Way, Suite 300, College Station, TX 77845

Phone: 979-464-3210

Fax: 979-464-3211

E-mail: info@tamsystem.com

Website: www.tamsystem.com

This purchase order is subject to the terms and conditions set forth in the contract or agreement between the parties.

I authorize

[Signature]

Date: 04/30/2023
There are no other sources for this product.

4. Briefly explain how the unique features of functions are essential to the purpose for which the microscope was intended.

5. List any source other than the known source that manufacturers or suppliers similar items to the microscope.

3. What feature of functions are unique (proprietary) to this item?

2. Name of known source for item:

Olympus America Inc.

1. Description of item (if commodity: make, model, etc.; if service: details of type of service):

Olympus FV3000 Laser Scanning Confocal Microscope Service Contract

NOTE: For your convenience, this is a fill-in form. Adequate space is required to include additional pages.

NOTE: This form is to be used in the departmental mailroom. Please complete the form below and return to the Departmental Mailroom. The following questions are to assist in processing the requisition.

Date:

Requisition No.

Sole Source and/or Proprietary Justification

The Texas A&M University System Health Science Center
6. Why are the other sources not satisfactory?
   No other sources for this product

7. Will the item be used with existing equipment?
   If yes, -as a repair/replacement part?
   -as component to be interfaced?
   -as an accessory?
   -to match existing equipment?
   -for reason of interchangeability?
   Yes ☑
   No ☐
   Yes ☑
   No ☐
   Yes ☑
   No ☐
   Yes ☑
   No ☐
   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 EoPT Under State Contract 490-MZ.

[Signature]

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.

Pooneh Bagher, Assistant Professor, Dept of Medical Physiology

Submitted by: ____________________________
(Printed name, title and department)

Signature: ____________________________
<table>
<thead>
<tr>
<th>Date</th>
<th>Timesheet</th>
<th>Description</th>
<th>Duration</th>
<th>Rate</th>
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<td>$400</td>
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<td>1/2/20</td>
<td>9:00-5:00</td>
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<td>6 hours</td>
<td>$60</td>
<td>$360</td>
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**Total:** $760
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<th>Sales Order #</th>
<th>P60089</th>
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<th>SG-U114890</th>
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<td></td>
<td></td>
<td>3</td>
<td></td>
<td></td>
<td>3</td>
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</tbody>
</table>

Components as purchased by the customer, Headline, 2008-06-06. This warranty excludes defects in materials and workmanship. Complete electrical failure will be covered by the Factory Service Contract. Contact your nearest Casper Olympic for warranty information.

Original Warranty & Service Contract. Casper Olympic 3000 (2) Year Return and Service 1 Year Limited Warranty on Electronic Components. (For a period of 2 years from the purchase date, Casper Olympic will repair or replace any defective part of this product. This warranty does not cover damage caused by abuse, misuse, or accident.)

Send Number: 13-870106
Item: OCS-FV3000-HSUZ2C & SCPRM0-FV3000-HSUZ2C
System: Fluorine 3000

Exhibit A
Subject: RE: EXW Quote QT-U141850

cc: Michael, Tim, Frank; 3500 Corporate Parkway, Campinas, Brazil; 3500 Corporate Parkway, Campinas, Brazil; 3500 Corporate Parkway, Campinas, Brazil

Sent: Thursday, October 13, 2016 3:31 PM
From: Brian Dabney

Good Morning Dr. Béguè,

In follow up from the previous email below, you are able to request payment due to you based on the second payment terms. Prior to payment, you will need to provide the amount and invoice numbers. You can obtain the amount and invoice numbers through the system. Our office will draw funds from the bank and process the order. If you have any further questions, please let me know if you need any further assistance.

Thank you.

Melissa W.

(String of numbers)

On Oct 13, 2016, 4:19 AM, SECO ServiceCoordinators <SECO.ServiceCoordinators@alpinus.com>

(String of numbers)

From: Brian Dabney

Y700037
Dear Sirs,

Subject: PO

Cc: Madison, Ting, P. 
To: Eric Brankenburg <eric.brankenburg@moderna.us>
Sent: Wednesday, October 12, 2016 2:55 PM

From: Bethany Poon <bpoon@moderna.com; bpoon@moderna.com>

Please be aware of a few questions in regard to the PO for the service.

Copy of the message:

Please note that all messages are sent immediately by email and delete all distribution or dissemination of this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of the message. You are not authorized to read, print, retain, copy or disclose any part of this message. This message is privileged, confidential and exempt from disclosure under applicable law. If you are not the individual or entity to which it is addressed, any communication herein is intended only for the sole use of.

Notice: This message and any attached files, is intended only for the sole use of.

Please note Minor change to email address

Subscribe to receive news from Olympus Life Science

www.olympus-life-science.com

eric.brankenburg@olympus-usa.com

Cell: (512) 800-9333

William, MA 02493-3529
40 W. Haven Ave
Olympus America, Inc.
Scientific Solutions Group
Texas & Oklahoma Area
Research Imaging Specialist - Multiphoton & Confocal
Eric A. Brankenburg, Ph.D.

Thanks,

[Signature]

Opinion of the PO: Would you like the discrepancy between our quotes that say Net 30 but our Net 60 is the standard terms on all of our quotes? However, our service contract

Net 30 is the standard terms on all of our quotes; however, our service contract

At 17,000

H. Poon and Tim.
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 POI sent the says due 30 which would imply that the full $54,000.00 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.R. Dodgen Loop
Room M156
Temple, TX 76504
Tel: 254-742-7145
Fax: 254-742-7145
bahter@medicine.tamhsc.edu
http://medicine.tamhsc.edu/faculty/pooneh-bagher.html

This communication is confidential. If you are not the intended recipient, you should not copy or disclose the message to anyone, but should kindly notify the sender and delete the message.
WHAT IS NOT COVERED BY THE WARRANTY

Unauthorized modification or repair of the equipment, any failure to provide recommended maintenance, or any actions that may void the warranty voids the warranty. This warranty is non-transferable.

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, OLYMPUS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES CONCERNING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LAWS OF CERTAIN STATES MAY NOT ALLOW EXCLUSIONS OR LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

3. EXCEPTED FROM THIS EXPRESS WARRANTY ARE OLYMPUS PRODUCTS DESIGNED OR MAINTAINED FOR MEDICAL USE. THIS LIMITED WARRANTY COVERS CUSTOMER-OWNED EQUIPMENT.

This Limited Warranty is effective for two years from the date of purchase. However, OLYMPUS reserves the right to alter or modify this warranty at any time without notice. OLYMPUS assumes no liability for any losses or damages caused by the equipment. This Limited Warranty is subject to the terms and conditions set forth herein.

The Equipment Covered by the Extended Warranty shall consist of the Equipment and any other accessories included in the Extended Warranty Agreement.

GENERAL

1. COLD PLATEN EXTENDED WARRANTY AGREEMENT

Page 1 of 6
INTERNATIONAL WARRANTY SERVICE

This Limited Warranty is exclusive of the benefit of any person and cannot be transferred or assigned.

WHAT TO DO WHEN SERVICE IS NEEDED

The Exchanged Warranty is exchanged for the benefit of customer and cannot be transferred or assigned.

WHO IS COVERED BY THE EXCHANGED WARRANTY

The Exchanged Warranty is exchanged for the benefit of customer and cannot be transferred or assigned.

Loss of Data

Always shall be aware of the possibility of such potential.

Customer acknowledges and agrees that Olympus shall not be responsible for any damages that customer may incur from data that is lost.

From State to State

May also have different and/or additional rights and remedies that vary.

Additional rights and remedies that vary.

Express warranties, conditions, and representations are hereby excluded.

Customer acknowledges that Olympus shall not be liable for any damages that customer may incur from data that is lost.

Except for the limited warranty and extended warranty set forth above, supplier and consumers, express warranties, conditions, and representations are hereby excluded.

(a) (p)

(b) (q)

(c) (r)

(d) (s)

(e) (t)

(f) (u)

(g) (v)

(h) (w)

(i) (x)

(j) (y)

(k) (z)

(l) (aa)

(m) (ab)

(n) (ac)

(o) (ad)

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

6. TERMINATION

Provision of obligations under this Extended Warranty by Customer shall terminate (a) upon the occurrence of a Change in Control, (b) upon the occurrence of a Change in Business, (c) Customer's breach of any term of this Extended Warranty, (d) Customer's failure to pay any amounts due to Olympos, or (e) upon expiration of the term of this Extended Warranty.

Customer's obligations shall be deemed satisfied upon: (a) receipt of a Return Authorization from Olympos, (b) Olympos's receipt of a Return Authorization, (c) Olympos's receipt of a Return Authorization, and (d) Olympos's receipt of a Return Authorization.

Customer's obligations shall be deemed satisfied upon: (a) receipt of a Return Authorization from Olympos, (b) Olympos's receipt of a Return Authorization, (c) Olympos's receipt of a Return Authorization, and (d) Olympos's receipt of a Return Authorization.

Olympos's obligations shall be deemed satisfied upon: (a) receipt of a Return Authorization from Olympos, (b) Olympos's receipt of a Return Authorization, (c) Olympos's receipt of a Return Authorization, and (d) Olympos's receipt of a Return Authorization.

The obligations of Olympos are satisfied upon: (a) receipt of a Return Authorization from Olympos, (b) Olympos's receipt of a Return Authorization, (c) Olympos's receipt of a Return Authorization, and (d) Olympos's receipt of a Return Authorization.

7. OBLIGATIONS OF CUSTOMER

8. ADDITIONAL TERMS

ADDITIONAL TERMS

800-444-3971 • WW.Olympos.com
American Chamber of Commerce, PA 18094
3200 Captains Parkway
St. Louis, Missouri 63141
Olympos America Inc.

If you have questions or need help, contact Olympos Technical Assistance Center (TAC):

TAC@Olympos.com
800-444-3971

If you have questions or need help, contact Olympos Technical Assistance Center (TAC):
II.

COMPLETE AGREEMENT

Remainder of Offer(s) for each applicable price of fees may be divided by two parties.

AIL DISAGREEMENTS BETWEEN THE BRIDGE AND ООО СИСТЕМ will be resolved by the two parties.

10. TAXES

OBLIGATIONS should not be responsible for any further in-person arrangements or terms of your agreement.

9. EVENTS BEYOND OUR CONTROL

Member of the Cyclic Group must be confirmed in any case of our consent to the effects of any current.

8. CHOICE OF LAW AND FORUM

Time After the date of this Agreement, any offers or agreements in writing, under the laws of the
Subject: EW Quote QT-1141850

From: Mendoca, Tina R.

To: Cover, Starla K.

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

Thanks,

Tina

---

Begin forwarded message:

From: SEG Servicecontracts <SEG.Servicecontracts@olympus-osa.com>
Subject: RE: EW Quote QT-1141850
Date: October 13, 2016 1:30 PM CDT

To: "Bagher, Pooneh" <Bagher@medicine.tamhsc.edu>, SEG Servicecontracts <SEG.Servicecontracts@olympus-osa.com>
Cc: Eric Bridenbaugh <Eric.Bridenbaugh@medicine.tamhsc.edu>, "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 ($331,459.00) to be paid when the purchase order is received, and the remaining balance ($32,149.00) to be paid Oct 2, 2017. Please forward the purchase order to SEG.Servicecontracts@olympus-osa.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) 396-3259
MELISSA.KISH@OLYMPUS.COM
www.olympusamerica.com
NO MATCHING RECORDS FOUND

Report created by: SUSAN WARREN, TEXAS A&M - HEALTH SCIENCE CENTER
Time of search: 12:22 AM EDT
Date of search: Wednesday, October 26, 2016

[Specialty: Sports, GPA, police, PEP, and international data groups]
Special area: Olympic America (Exact match)
<table>
<thead>
<tr>
<th>Department</th>
<th>Date of Departure</th>
<th>Vendor Name/Address</th>
<th>Vendor ID</th>
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<tbody>
<tr>
<td>5 Years</td>
<td>August 28, 2012</td>
<td>Stacey Walker, Calvin G. Walker, Walker Electric Company</td>
<td>122474273880</td>
</tr>
<tr>
<td>5 Years</td>
<td>November 12, 2014</td>
<td>Smith Housewares and Restaurant Supplies, Syracuse, NY 13202</td>
<td>12624592698900</td>
</tr>
</tbody>
</table>

**Debarred Vendors List**

By reference to the above, the debarred vendors include the vendors’ successors in interest as listed below or not. The debarred vendors include the vendors’ successors in interest as listed below unless otherwise noted.

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of departure for the length of time indicated. Whether they are.

[Debarred Vendors List](https://www.comptroller.texas.gov/comptroller/texas.gov)
Texas Administrative Code: 34 TAC §22.101, §22.102, §20.106, §20.106 and §20.107

Texas Government Code §2156.077

They can also sign up in the application for Advance Payment Notification. The Search State Payments Issued application provides vendors with payment details.

Vendor Information on Payments

Entitles may be considered as possible indicators of vendor responsibility. According to statewide procurement division rules, other department activities from other 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 (SAM) can be used as a resource for purchasing entities.