



SOLE SOURCE CERTIFICATE AND POSTING NOTICE

(Greater than \$150,000)

A sole source procurement is when you make a request to purchase product(s) and/or service(s) without competition when competition is otherwise required. This means that product/service is unique and that the supplier is the only supplier that can provide the product or service. In accordance with the authority granted under applicable Florida law and UCF Regulation 7.130, the following documentation is submitted in support of this request.

The purchase requisition can be entered into Workday at any point during the process set forth herein; however, doing so does not ensure approval of the sole source.

The completed sole source must be approved in the following order. **Please be sure to obtain all required signatures before submitting the form to Procurement Services.**

- PI/Researcher/Director/Chair
- President/Vice President/Dean
- Procurement Specialist
- Procurement Services Manager or Associate Director
- Assistant Vice President for Tax, Payables & Procurement, who will review and provide a recommendation to approve or disapprove the sole source to:
- Chief Financial Officer, who will either directly approve or disapprove the sole source, or forward it to the Provost and Executive Vice President for goods/services related to academia for input prior to making the final decision.

Contingent upon the approval of all the officers/individuals listed, the sole source shall be posted on the UCF Procurement Services website for seventy-two (72) hours. Upon expiration of said posting period, Procurement Services will process a purchase order upon receipt of the requisition.

Once the completed sole source is received, Procurement Services reviews the documentation provided and determines whether the sole source is valid or if there are additional suppliers that may be able to provide the requested product or service. The sole source review and approval process varies based on the nature of the product/service being requested and the information provided in the requestor's justification, among other factors, so please keep this in mind when submitting the form.

The usual bidding process shall be conducted if sole source approval is not granted.

PART I: DEPARTMENT AND SUPPLIER INFORMATION

Department Name: MAE Contact & Phone: Kareem Ahmed, 407-823-5710

Purchase Request No.: _____ Product/Service Cost: \$295,496.40

____ One Time Purchase ____ Term Contract: _____

____ Multiple Purchases ____ Duration: _____

Company Name: Specialised Imaging , Inc. Email: drew@specialised-imaging.com

Contact Person: Drew Kosel Title: President

Product and/or Service: SIMX8 Ultra High Speed Framing (8 channels)

PART II: SOLE SOURCE JUSTIFICATION (see pages 4-5)

Only justifications submitted on this form and in the below format will be reviewed for approval. All of the listed points MUST be fully answered on the following pages and any additional attached pages as needed. Failure to submit justification as outlined in the format below will result in the form being returned without review.

PART III: SOLE SOURCE CERTIFICATIONS

- A. In my professional opinion, this is the only product or service that can reasonably meet my requirement(s)/specification(s), and this is the only supplier who can provide the product or service. I further certify that the information contained herein is true and correct to the best of my knowledge and belief and would withstand any audit or supplier protest.
- B. I, the undersigned, certify that I and/or the user do not have a financial interest in the above named supplier or contractor, and that I am unaware of any conflict of interest related to this purchase.

Kareem
Ahmed

Digitally signed by Kareem
Ahmed
Date: 2023.11.14 10:55:28
+05'00'

Signature

Kareem Ahmed, Professor

Printed Name and Title (PI/Researcher/Director/Chair)

11/14/23

Date

michaelg

Digitally signed by michaelg
Date: 2023.11.29 18:27:01
+05'00'

Signature

Michael Georgiopoulos

Printed Name and Title (President/Vice President/Dean)

11/29/2023

Date

(Delegations not allowed; emails from absent approvers are acceptable)

I, the undersigned, hereby concur with the above justification and support a sole source approval for the above product(s) and/or service(s). Approvals may be documented and supported via email.

Charles D.
Nicholas

Digitally signed by Charles D.
Nicholas
Date: 2023.12.07 10:47:03
+05'00'

Signature

Charles D. Nicholas

Printed Name and Title (Procurement Specialist)

12/04/2023

Date

see email below

Signature

**Printed Name and Title
(Procurement Services Manager or Associate Director)**

Date

see email below

Signature

**Printed Name and Title
(Asst. Vice President for Tax, Payables & Procurement)**

Date

see email below

Signature

Printed Name and Title (Chief Financial Officer)

Date

POSTING NOTICE

12/8/23 4:00pm

Date/Time Posted

12/11/23

Posting End Date

2404

UCF Control No.

Charles Nicholas

Procurement Specialist

SOLE SOURCE JUSTIFICATION

Please answer the questions below and attach additional documentation if needed.

1. Describe the product(s) and/or service(s) and anticipated use thereof in layman's language.

The SIMX, created by Specialised Imaging, is an ultra-high-speed intensified framing imager that offers recording rates up to one billion frames per second (1GHz) for up to eight frames. The camera is designed to record high-speed processes, like explosions or crack propagation. In our situation, we are requesting the camera to image hypersonic process, similar to what happens in explosions.

2. Describe the required specifications or requirements and why are they essential to the accomplishment of your work.

- SIMX8: 1 billion frames per second (1 GHz) and high-resolution (1360 x 1024 pixels) with short exposure rates (3 nanosecond).

Provide the names of other suppliers, products and/or services that you have investigated and explain why they do not meet the required specifications or requirements. It may be helpful to present your information in a table like the one below.

Required Specifications	Supplier 1	Supplier 2	Supplier 3	Supplier 4
	Y/N	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N	Y/N
	Y/N	Y/N	Y/N	Y/N

-Photron SA-Z: 2.1 million frames per second (2.1 MHz) and high-resolution (128 x 8 pixels) with short exposure rates (159 nanosecond) (~\$87k, does not meet specs)

-PHANTOM HIGHSPEED v2512: 1 million frames per second (1 MHz) and high-resolution (256 x 32 pixels) with short exposure rates (142 nanosecond) (~\$120k, does not meet specs)

-Schimadzu HPV-X2: 10 million frames per second (10 MHz) and resolution (400 x 250 pixels) with exposure rates (50 nanosecond) (~\$237k, does not meet specs)

-SIMX8: 1 billion frames per second (1 GHz) and high-resolution (1360 x 1024 pixels) with short exposure rates (3 nanosecond, meets specs).

3. State in detail why only this and no other product(s)/service(s) will satisfy the department's requirements. Description may include unique features, compatibility, specifications, availability, delivery time frame etc. (For example, please list the features or special conditions that are unique and only available from one supplier. Note: Price is not a valid reason.)

Current research, taken on high-speed cameras, proved the need for at least one ultra-high-speed imaging equipment. In the current data, it is evident that some processes occur faster than what could be measured. This led to the search of an ultra-high-speed imaging equipment. Through this, many imaging equipment were borrowed as a demonstration. Specialised Imaging provided an eight frame SIMX for two weeks. During this time, a company representative was sent out to explain the unique capabilities of imaging equipment and train a student on the software. Because of this specialized training, there is now a student that can fully operate both the imaging equipment and software. Due to this, along with the incredible specifications of the camera, there are not currently any other imaging equipment that will satisfy the same requirements as the SIMX.

Furthermore, the camera is unique, as it contains eight separate imagers each with their own intensifier inside to offer the gigahertz range imaging (1 billion frames per second).

4. Are there resellers or distributors? If yes, please list names and contact information.

No

5. Will this purchase obligate UCF to this vendor for future purchases such as maintenance, licensing, or continuing need? ☐ Yes ☒ No

If yes, please provide details regarding future obligations and/or needs to include number of years and total spending amount of obligations:

6. What efforts have been made to obtain the best pricing available? Please provide an explanation to support the belief that the price is fair and reasonable.

In working with the company, there were many conversations regarding the price of the product. Specialised Imaging has agreed to provide a higher academia discount of 10% (\$32,799.60) to help with the primary cost of the product. Furthermore, the unit price is considered for when the DOD proposal is written (unit prices are currently higher). Specialised Imaging maintained the unit price for when the proposal is written which is another 10% lower than the on going current rates). This is both fair and reasonable as the price is competitive compared to other cameras with similar features on the market. Additionally, they offer customer support and install post purchase and a warranty for potential issues with the camera.

Please see additional attached information for justification.

Vendor: Specialized Imaging, Inc.

Amount: \$ 295,496.40

Product: Ultra High Speed Imaging Equipment

Dept: MAE

Requirement:

Ultra-high-speed intensified framing imager that offers recording rates up to one billion frames per second (1GHz) for up to eight frames. The camera is designed to record high-speed processes, like explosions or crack propagation.

The camera is customized and unique, as it contains eight separate imagers each with their own intensifier inside to offer the gigahertz range imaging (1 billion frames per second). This also allows for various timing's to be sent to each individual imagers. No other imaging equipment currently on the market offers either of these features. These features are a requirement of our research. They can be used to take simultaneous line of sight and planar measurements or record two instances at two different times in the same test, which is presently unheard of.

Ultra-high-speed imaging equipment at 1 billion frames per second and 3 nano-second are not available for purchase. Specialised Imaging customize and build the imaging equipment for these specifications and they are the only supplier for this equipment

Research Conducted:

We searched for similar equipment but could not find since this is highly custom. Ultra-high-speed imaging equipment at 1 billion frames per second and 3 nano-second are not available for purchase. Specialised Imaging customize and build the imaging equipment for these specifications and they are the only supplier for this equipment (please see attached papers). This unique imaging equipment incorporates 8 intensified CCD sensors of 1360 x 1040 pixels at all frame rates, with P43 phosphor tubes for 50 lp/mm spatial resolution, Exposure times from 3 ns to 10 ms, interframe times from 0 ns to 10 ms in 1ns steps, adjustable gain from Unity to 10,000X. Capable of 8 frames at up to 1 Billion fps.

Specialised Imaging is the only company (based in the UK) that is able to develop and customize the SIMX ultra-high-speed imaging equipment that captures images at ultra-high-speed recording of up to 1 billion frames per second (1 GHz) and high-resolution (1360 x 1024 pixels) with short exposure rates (3 nanosecond). Note that this imaging equipment has offers unique higher resolution, higher frame rate, and shorter exposures that are not available. The SIMX camera acquires 8 frames (could be customized and upgraded to 16 and 32, which is attractive) of consecutive images and could be synchronized with the laser and the hypersonic reacting facility. The SIMX incorporates unique ICCD sensors that control image gain.

Support for Price is Fair and Reasonable:

Specialised Imaging is offering a higher academia discount of 10% (\$32,799.60) to help with the primary cost of the product. Furthermore, the unit price before discount is 10% lower than current market rates.

GovSpend: Searching in GovSpend, I found a similar purchase that Texas A&M made with Specialised Imaging for a similar piece of equipment (although not exactly the same), which was \$172,156 more expensive than our quoted price

Here is an example of the Texas A&M one is the 16 frame one. It would be more expensive but we negotiated significant discounting.

Issued Date: 09/06/2021

Transaction Details



Texas A&M University

1255 TAMU

College Station, Brazos County TX 77840

<https://www.tamu.edu>



Specialised Imaging

(951) 296-6406

Line Items

LINE ^	DESCRIPTION	QUANTITY	UNIT	TOTAL
1	SIMX16 Ultra High Speed Framing Camera (16 channels incorporating 16 ICCDs producing 16 frames of 1360 x 1040 pixels at all frame rates, with P43 phosphor tubes for 50 lp/mm spatial resolution, Exposure times from 3 ns to 10 ms and interframe times from	1		\$467,652.00
2	SI-LUX640-400, High Power Pulsed laser with pulse widths from ~10 ns to 30 usec, 400 Watts peak power, low coherence.	1		\$43,033.00
3	Shipping	1		\$500.00
View 10 20 50 100 250				Showing 1-3 of 3

Please find the comparisons below but because of the specs of the SIMX8, the specs and price will not be comparable.

- Photron SA-Z: 2.1 million frames per second (2.1 MHz) and high-resolution (128 x 8 pixels) with short exposure rates (159 nanosecond) (~\$87k, does not meet specs)
- PHANTOM HIGHSPEED v2512: 1 million frames per second (1 MHz) and high-resolution (256 x 32 pixels) with short exposure rates (142 nanosecond) (~\$120k, does not meet specs)
- Schimaadzu HPV-X2: 10 million frames per second (10 MHz) and resolution (400 x 250 pixels) with exposure rates (50 nanosecond) (~\$237k, does not meet specs)
- SIMX8: 1 billion frames per second (1 GHz) and high-resolution (1360 x 1024 pixels) with short exposure rates (3 nanosecond, meets specs).

Please see attached UCF PO that previously obtained approvals (UCF PO: UCF01_0000431744)



Purchase Order

Page: 1 of 1

University of Central Florida

12424 Research Pkwy, Suite 355
Orlando FL 32826-3249
United States

Dispatch Via Email		
Purchase Order UCF01-0000431744	Date 03-08-2022	Revision
Payment Terms Net 30	Freight Terms Destination, Freight Prepay	Ship Via Best Way
Buyer Nguyen, Trinh	Phone 407/823-5889	Currency USD

Supplier: 0000099936
Specialised Imaging Inc
40935 County Center Drive
Suite D
Temecula CA 92591
United States

Ship To: MMAE
12760 Pegasus Dr.
Engineering 1 Rm 307
Orlando FL 32816-2450
United States

Attention: See Detail Below

Bill To: E-MAIL INVOICES TO:
vendor@ucf.edu
If e-mail is not an option,
please mail to:
12424 Research
Parkway, Suite 300
Orlando FL 32826-3249
United States

Tax Exempt? Y		Tax Exempt ID: 85-8012703010C-9		Replenishment Option: Standard			
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	QUOTE # Q-1401R1: SIMX8 ULTRA HIGH SPEED FRAMING CAMERA (8 CHANNELS) DISCOUNTED PRICE FROM VENDOR.		1.00	EA	295196.40	295196.40	03/08/2022
					Attention: Kareem Ahmed		
					Schedule Total	295196.40	
					Item Total	295196.40	
2 - 1	SHIPPING & HANDLING		1.00	EA	300.00	300.00	03/08/2022
					Attention: Tami Hull Salter		
					Schedule Total	300.00	
					Item Total	300.00	
					Total PO Amount	295496.40	

UCF's acceptance of and payment for Vendor's goods and/or services is hereby expressly made conditional on Vendor's assent to UCF's standard Purchase Order terms found at: <http://www.procurement.ucf.edu> ("UCF Standard Terms") and all of Vendor's terms are hereby rejected, except as otherwise noted in the UCF Standard Terms. Any language reviewed and approved by the UCF General Counsel's Office prevails over conflicting terms in UCF's Standard Terms.

Authorized Signature

From: [Gerald Hector](#)
To: [Joel Levenson](#)
Cc: [Brian Sargent](#); [Chuck Nicholas](#); [Nellie Nido](#)
Subject: Re: Sole Source - Specialised Imaging
Date: Wednesday, December 6, 2023 6:48:49 AM
Attachments: [image001.png](#)

Joel:

I agree with this sole source request.

Regards,

Gerald

Sent from my iPhone

On Dec 5, 2023, at 2:23 PM, Joel Levenson <Joel.Levenson@ucf.edu> wrote:

Gerald,

This one should be relatively easy!

This is a request for a sole source that was approved last year. Facts are the same regarding end-user requirements and research conducted into competitors that could not meet required specifications.

If you agree (again), reply all to this email and indicate as such. If you have additional questions, let us know.

Thank you,

From: Brian Sargent <Brian.Sargent@ucf.edu>
Sent: Tuesday, December 5, 2023 10:30 AM
To: Joel Levenson <Joel.Levenson@ucf.edu>
Cc: Chuck Nicholas <charles.nicholas@ucf.edu>; Nellie Nido <nellie.nido@ucf.edu>
Subject: Sole Source - Specialised Imaging

Good morning Joel,

I also support the sole source nature of this product. We approved a sole source for the same equipment last year (5th attachment) and the requirements have not changed. Specialised Imaging has the only product that has imaging rates up to one billion frames per second for up to eight frames, which is a requirement of the end

user.

Vendor: Specialized Imaging, Inc.

Amount: \$ 295,496.40

Product: Ultra High Speed Imaging Equipment

Dept: MAE

Requirement:

Ultra-high-speed intensified framing imager that offers recording rates up to one billion frames per second (1GHz) for up to eight frames. The camera is designed to record high-speed processes, like explosions or crack propagation.

The camera is customized and unique, as it contains eight separate imagers each with their own intensifier inside to offer the gigahertz range imaging (1 billion frames per second). This also allows for various timing's to be sent to each individual imagers. No other imaging equipment currently on the market offers either of these features. These features are a requirement of our research. They can be used to take simultaneous line of sight and planar measurements or record two instances at two different times in the same test, which is presently unheard of.

Ultra-high-speed imaging equipment at 1 billion frames per second and 3 nano-second are not available for purchase. Specialised Imaging customize and build the imaging equipment for these specifications and they are the only supplier for this equipment

Research Conducted:

- Photron SA-Z: 2.1 million frames per second (2.1 MHz) and high-resolution (128 x 8 pixels) with short exposure rates (159 nanosecond) (~\$87k) – does not have speeds of 1 billion frames/second
- PHANTOM HIGHSPEED v2512: 1 million frames per second (1 MHz) and high-resolution (256 x 32 pixels) with short exposure rates (142 nanosecond) (~\$120k) - does not have speeds of 1 billion frames/second
- Schimadzu HPV-X2: 10 million frames per second (10 MHz) and resolution (400 x 250 pixels) with exposure rates (50 nanosecond) (~\$237k) - does not have speeds of 1 billion frames/second
-

Support for Price is Fair and Reasonable:

Specialised Imaging is offering a higher academia discount of 10% (\$32,799.60) to help with the primary cost of the product. Furthermore, the unit price before discount is 10% lower than current market rates.

GovSpend: Searching in GovSpend, I found a similar purchase that Texas A&M made with Specialised Imaging for a similar piece of equipment (although not exactly the same), which was \$172,156 more expensive than our quoted price. I also found a sole source

approved by US Army Medical Research to this same company for imaging equipment and software.

Brian

From: Chuck Nicholas <charles.nicholas@ucf.edu>

Sent: Monday, December 4, 2023 2:15 PM

To: Brian Sargent <Brian.Sargent@ucf.edu>

Subject: FW: Sole Source PO question

Brian:

I have reviewed this Sole Source Requisition and recommend we approve it as requested for the following reasons:

1. Project specifications are very exacting, and the proposed equipment meets all requirements set forth therein.
2. PI considered three other competing systems but rejected them for technical shortcomings (well documented).
3. PI negotiated a reasonable academic discount for the equipment (10%) and attempted to benchmark against similar purchases via GovSpend (I confirmed the basic information on GovSpend.)
4. PI purchased same/similar SIMX8 equipment from supplier on 3/8/2022 at the same unit price so the new quote represents a price hold. Purchasing the same/similar equipment provides a useful degree of operational and experimental continuity and efficiency. It also affords some leverage with the supplier for ongoing technical and warranty support.
5. The PI sent me the Terms of Sale. The warranty period is 12 months from delivery date. Installation labor, materials and set up training to be provided by supplier at no additional cost (attached).
6. I attempted to review the documents associated with the prior PO but as that was a conversion transaction no documents are

attached to the PO (no requisition record is available).
Therefore, I do not know if we accepted the terms and conditions of the sales contract or the supplier agreed to accept UCF standard terms (e.g., governing law and shipping terms / transfer of title).

Regards,

Chuck Nicholas

Travel & Procurement Specialist II
Knights Experience Team (kNEXT)

University of Central Florida
Research Pavilion
12424 Research Parkway
Suite 355
Orlando, FL 32826

407-882-0060
Charles.Nicholas@ucf.edu

ucf.edu | kNEXT.ucf.edu | [Workday Help](#)

Please note: Florida has a very broad open records law (F.S. 119). Emails may be subject to public disclosure.

From: Procurement Services <Procurement@ucf.edu>

Sent: Friday, December 1, 2023 3:12 PM

To: Chuck Nicholas <charles.nicholas@ucf.edu>

Cc: Brian Sargent <Brian.Sargent@ucf.edu>; Trinh Nguyen <Trinh.Nguyen@ucf.edu>

Subject: FW: Sole Source PO question

Hi Chuck

Assigning this sole source to you. While not within your assigned categories, I think it's a good opportunity for review and exposure to the process and end users.

Since it's under \$500k, Brian will be the reviewer/approval before sending to Joel.

Please let me know if you have any questions

Thanks

Nellie

From: Kareem Ahmed <Kareem.Ahmed@ucf.edu>

Sent: Thursday, November 30, 2023 9:29 AM

To: Procurement Services <Procurement@ucf.edu>

Subject: FW: Sole Source PO question

Kindly please note.

From: Jerry Archambault <JerryA@ucf.edu>

Sent: Thursday, November 30, 2023 9:01 AM

To: Brian Sargent <Brian.Sargent@ucf.edu>

Cc: Kareem Ahmed <Kareem.Ahmed@ucf.edu>

Subject: FW: Sole Source PO question

Brian,

Please see attached and advise

Jerry Archambault

Travel/Procurement Coordinator III

University of Central Florida

College of Engineering and Computer Science

Phone: 407-882-1456

<image001.png>

Please note: Florida has a very broad open records law (F.S. 119). Emails may be subject to public disclosure.

“My advice is, never do tomorrow what you can do today. Procrastination is the thief of time.” – Charles Dickens, David Copperfield

From: Nanette Liberty Aubert <Nanette.LibertyAubert@ucf.edu>

Sent: Thursday, November 30, 2023 8:54 AM

To: Jerry Archambault <JerryA@ucf.edu>

Subject: FW: Sole Source PO question

Here you go.

Nanette

From: Jerry Archambault <JerryA@ucf.edu>

Sent: Monday, November 27, 2023 12:36 PM

To: Nanette Liberty Aubert <Nanette.LibertyAubert@ucf.edu>

Subject: FW: Sole Source PO question

Nanette where does this need to go

Jerry Archambault

Travel/Procurement Coordinator III

University of Central Florida

College of Engineering and Computer Science

Phone: 407-882-1456

<image001.png>

Please note: Florida has a very broad open records law (F.S. 119). Emails may be subject to public disclosure.

“My advice is, never do tomorrow what you can do today. Procrastination is the thief of time.” – Charles Dickens, David Copperfield

From: Kareem Ahmed <Kareem.Ahmed@ucf.edu>

Sent: Monday, November 27, 2023 11:17 AM

To: Jerry Archambault <JerryA@ucf.edu>

Subject: FW: Sole Source PO question

Hello Jerry,

It seems like we will have to submit a new sole source request for this. Is it possible to kindly please submit it? Do you need anything from my end to the submission?

Thank you.

Respectfully,

Kareem

From: Brian Sargent <Brian.Sargent@ucf.edu>

Sent: Monday, November 27, 2023 11:05 AM

To: Kareem Ahmed <Kareem.Ahmed@ucf.edu>

Cc: Jerry Archambault <JerryA@ucf.edu>; Trinh Nguyen <Trinh.Nguyen@ucf.edu>

Subject: RE: Sole Source PO question

Hi Kareem,

In either case, a new sole source form will be needed for this purchase as the previous

sole source was approved over 1 year ago. Sole sources are only good for twelve (12) months. The below is an excerpt from the Procurement Manual which can be found at the following link, pg. 23: <https://procurement.ucf.edu/wp-content/uploads/sites/3/2023/11/Procurement-Services-Manual-111723.pdf>

- Purchase orders issued using the Sole Source Certification may not be subsequently increased by change orders in amounts exceeding the competition requirements without recertification from the initiating VP/Dean. Email approvals are accepted.
- Duration of a Sole Source Certification cannot exceed twelve (12) months unless the original sole source specifically identified a longer term. Departments must process a new sole source request upon expiration of the original certificate.
- Change orders are permitted only if the added goods or services are rendered within the original twelve (12) month sole source term. If the services being added exceed the original twelve (12) month term, and the amount exceeds \$150,000, a new sole source form will be required.

Brian

From: Brian Sargent

Sent: Monday, November 27, 2023 10:47 AM

To: Kareem Ahmed <Kareem.Ahmed@ucf.edu>

Cc: Jerry Archambault <JerryA@ucf.edu>; Trinh Nguyen <Trinh.Nguyen@ucf.edu>

Subject: RE: Sole Source PO question

Hi Kareem,

Thank you, you as well. Now its only a few more weeks until the next holiday break!

To confirm, you are buying the same imaging system again? Or is this somehow tied to the original sole source that was approved last year?

Regards,

Brian

From: Kareem Ahmed <Kareem.Ahmed@ucf.edu>

Sent: Monday, November 27, 2023 9:47 AM

To: Brian Sargent <Brian.Sargent@ucf.edu>

Cc: Jerry Archambault <JerryA@ucf.edu>

Subject: Sole Source PO question

Hello Brian,

I hope all is well and you had a Happy Thanksgiving.

I wanted to reach out to you about a sole source question. We would like to submit a sole source PO for the attached imaging system (SIMX8, you helped us with last year). We have previously went through sole source for this before with you and we had a PO last year (UCF01_0000431744). I was able to negotiate with the company to offer it for the same pricing despite pricing increase on items. Accordingly, is it possible that we submit a PO and piggy pack on previous UCF procurement approvals (PO: UCF01_0000431744) for this purchase in the past? Or do we have to submit a new sole source request? (kindly note that the justification is the same).

Thank you.

Respectfully,

Kareem

<Q-1684 UCF Ahmed SIMX8 w port.pdf>

<OLD_UCF_PO_UCF01_0000431744_0.pdf>

<MG_Sole-Source_SIMX8_KA.pdf>

<SII Terms of Sales 2023.pdf>

<mime-attachment>

Commercial Products

Terms of Sale

1. Terms of Contract.
This Contract for the sale of equipment and/or the provision of services (collectively “Products”) by Specialised Imaging Inc (“SII”) shall be only upon the terms herein stated and incorporated by reference. Any additional or different terms, including, without limitation, terms in any purchase order, will be of no effect unless expressly agreed to in writing by an authorized representative of SII.
2. Prices.
Prices quoted for Products purchased hereunder assume delivery within six (6) months after the date of the quotation. If delivery is delayed at Customer's request beyond such date, prices are subject to revision. Prices do not include shipping or insurance unless otherwise expressly stated herein. Unless expressly stated to the contrary, all prices are quoted in United States dollars.
3. Taxes.
Prices do not include any local, state or federal taxes of any kind, including without limitation sales, excise, use, or other ad valorem taxes, duties or fees, which SII may be required to pay or collect in connection with the sale, license or use of Products to the Customer. Customer shall pay or shall reimburse SII for all such taxes, duties and fees, or in lieu thereof Customer shall provide SII with a tax exemption certificate acceptable to the taxing authorities.
4. Payment; Security Interest.
Payment terms shall be as specified in the SII quotation. In addition, said payment term shall be specified in the face of the contract. SII will provide Customer with written payment instructions.
5. Delivery.
Shipment of the Products to Customer is subject to SII’s availability schedule. The stated delivery date is SII’s best estimate of the time required to make such delivery, and SII shall use commercially reasonable efforts to meet such delivery dates; provided, however, SII shall not be liable for any loss or damage, direct, indirect, consequential, special or otherwise, for failure to meet this date. In no event shall SII be in default by reason of any failure or delay in its performance under this order arising from any cause beyond SII’s control and without its fault or negligence, including but not limited to acts or omissions of the Customer, acts of God or the public enemy, acts of any government agency or authority, fires, floods, epidemics,

quarantine restrictions, strikes, labor disturbances, freight embargoes, public disorders, riots or unusually severe weather, or subcontractor delays which are beyond the control of the subcontractor. Delays experienced by SII in obtaining a valid export license or other approvals from the Departments of State, Commerce or other U.S. Government agencies shall be considered an excusable delay and beyond the reasonable control of SII pursuant to this paragraph.

6. Title and Risk of Loss.

Title to the Products shipped and all risks of loss shall transfer to the Customer upon SII's delivery of the Products into the custody of the carrier (FCA origin).

7. Acceptance of Products.

- a. If installation by SII is included in the Contract, acceptance shall occur at the installation site upon completion of the installation, as determined by SII in its sole and reasonable discretion. If installation is scheduled or delayed by Customer for more than thirty (30) days after delivery, Customer shall be deemed to have accepted the Products on the thirty-first (31st) day from the date of delivery and payment shall become due as specified in Section 4 hereof.
- b. If installation by SII is not included in the purchase price, acceptance by Customer shall be presumed upon delivery to the FCA point unless Customer demonstrates within fourteen (14) days of delivery that the Products do not conform to the Warranty set forth herein.

8. Limited Warranty.

- a. Equipment. SII warrants that the delivered end Products shall be new (unless otherwise agreed by the Customer) and free from defects in material and workmanship for a period of twelve (12) months (not including image intensifier tubes which shall be covered under a separate warranty attached hereto if applicable) from the date of delivery. Used and refurbished Products shall be free from defects in material and workmanship for a period of ninety (90) days from the date of delivery. Failures of any components not supplied by SII are specifically excluded from this warranty and any other warranty provided herein.
- b. Supplies/Service Parts. SII warrants that single use, disposable or consumable supplies or accessories shall be free from defects in material and workmanship at the time of delivery only. Customer acknowledges and agrees that it is Customer's obligation to perform an inspection of the Products at the time of delivery. All other supplies, accessories and service parts shall be free from defects in material and workmanship for a period of ninety (90) days from the date of delivery unless otherwise expressly stated herein.
- c. Sole Warranty and Remedies. SII's sole obligation and liability, and the Customer's sole remedies under this warranty, are limited to (a) repair or replacement of defective Products, at SII's sole option, after return of the defective Products to SII's designated

facility. The Customer must obtain a return of materials authorization (RMA) including packaging and shipping instructions (if applicable) from SII before Products can be returned for warranty service or replacement. The Customer is responsible for the shipping costs of returning the alleged defective Products to SII's designated facility for repair or replacement. SII will pay the shipping costs to return the repaired or replaced Products back to the Customer. If SII cannot confirm the existence of a defect in the Products, then Customer shall pay the shipping cost to return the original Products to the Customer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WARRANTIES SET FORTH IN THIS SECTION 8 ARE THE ENTIRE, SOLE AND EXCLUSIVE WARRANTIES MADE BY SELLER AND ACCEPTED BY BUYER IN LIEU OF AND TO THE EXCLUSION OF ANY OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE IN THE TRADE. SII SHALL HAVE NO OTHER LIABILITY UNDER ANY THEORY AT LAW, INEQUITY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, (INCLUDING INTELLECTUAL PROPERTY INFRINGEMENT AND NEGLIGENCE), AND STRICT LIABILITY, FOR ANY LOSS OR DAMAGES INCLUDING, BUT NOT LIMITED TO, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (EVEN IF SII HAS BEEN ADVISED OF SAME) INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUES. ANY ACTION AGAINST SII MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE.

- d. Conditions. All warranties are conditioned upon Customer giving written notice to SII of any alleged defect prior to the end of the warranty period. SII will not assume any expense or liability for modifications or repairs made by other than SII, or its authorized agents. This warranty shall not apply to any part which has been damaged, subjected to misuse, or installed or operated not in accordance with any SII written instructions or specifications or where Products serial numbers have been altered or defaced. SII may require Customer to furnish operating records of the SII Products prior to their return.
- e. Repairs or Replacements. In the event SII repairs or replaces a defective item under the foregoing warranty, the warranty period for the repaired or replacement item shall extend for the remaining warranty period of the original Products. However, the original warranty period may be extended by the number of calendar days required to repair or replace the defective item, calculated from the date of receipt of the defective item by SII until delivery of the repaired or replacement item to the Customer.

9. Installation

SII will provide all the required labor, equipment and material to successfully install the system

on site. Before installation, at a point convenient to the end-user, we would discuss with your technical staff their applications and then identify what type of cabling infrastructure and additional fixtures would be required. It is the end-user's responsibility to have this in place before installation. During the installation SII will provide a user training course and instruction on routine maintenance.

10. After Sales Support

SII will provide on-line telephone assistance during normal office hours and software upgrades during the warranty period. Extended warranty contract is available on request. After the warranty period, any service of the system, will be carried out at our facilities in Temecula, and consists of a full diagnostic check, necessary adjustment of image parameters, verifying that timing parameters are within original specification tolerance, check all mechanical operations and full functional test to confirm image quality. The cost of any replacement parts is not included and would be invoiced after the service.

11. Cancellation of Order.

Orders accepted by SII are not subject to cancellation by the Customer except with the prior written consent of SII. In the event of cancellation, Customer will be advised of applicable cancellation charges, which may include charges for raw material, work in process and finished goods applicable to the order, together with applicable overhead and allowance for profit.

12. Indemnification.

Customer shall defend, indemnify, and hold harmless SII, its parents, subsidiaries and affiliates, and their respective directors, officers and employees and representatives, from and against any and all claims, suits, losses, obligations, causes of action damages, and expenses (including attorney's fees) relating to or arising out of any use of the Products by Customer or its customers.

13. Proprietary Information.

The Customer shall keep confidential all proprietary information furnished or disclosed to the Customer by SII and shall not use such proprietary information for any purpose other than the maintenance, repair or operation of the Products, without the prior written consent of SII. Upon any cancellation of this Contract or return of the Products, the Customer shall return to SII all such proprietary information or, at SII's option, destroy such information and certify to its destruction. If the parties have already entered into a separate Proprietary Information Agreement (PIA) for this transaction, which is valid at the time of this Contract, then the provisions of that PIA will take precedence in the event of any conflict between the terms of that PIA and this Section 11. Furthermore, the term of that PIAA will be hereby extended to cover, at a minimum, the term of this Contract.

14. Intellectual Property.

All rights and interest to the inventions, information, technical data or drawings, copyrights, patent rights, trademark rights, know-how, trade secrets, related intellectual property, intangible and proprietary rights throughout the world, relating to the Products, including without limitation any associated software, or disclosed to Customer in connection with any order or proposal, are the exclusive property of SII ("Owned Assets"). Customer shall not (a) decompile, reverse engineer, disassemble, trace or otherwise analyze the Products and/or any associated software, their content, operation, or functionality; (b) modify, adapt, or translate the Products and/or any associated software, nor create derivative works based on the Products and/or any associated software; or (c) disclose any proprietary information regarding the Owned Assets to any other persons or companies without SII's prior written approval.

15. Limitation of Liability.

IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THE CONTRACT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS CONTRACT, SAID PROVISION(S) SHALL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF SELLER OR ITS SUBCONTRACTORS OR SUPPLIERS OF ANY TIER WITH RESPECT TO DIRECT DAMAGES OF THE CUSTOMER WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR THE PERFORMANCE OR BREACH OF THE CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED FIFTY PERCENT (50%) OF THE CONTRACT PRICE. NOTWITHSTANDING ANYTHING ELSE IN THE CONTRACT TO THE CONTRARY, THE STATED MONETARY LIMITATION HEREINABOVE IS THE MAXIMUM LIABILITY SELLER HAS TO THE CUSTOMER.

16. General.

The provisions of this Contract are severable and the invalidity, illegality or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of any other provisions. If any provision of this Contract is declared to be invalid, illegal, or unenforceable the parties agree that the court of competent jurisdiction should substitute a valid and enforceable provision that, to the maximum extent possible in accordance with all applicable law, preserves the legal and economic positions of each party as intended in this Contract. Headings used in this Contract are for reference purposes only and shall not be deemed

a part of this Contract. Customer shall not assign or otherwise transfer, whether by Contract, operation of law or otherwise, this Contract or any of the rights or duties set forth herein without the prior written consent of SII, which consent may be withheld by SII in its sole discretion. A waiver by SII of any default by Customer or of any of the terms and conditions shall not be deemed to be a continuing waiver or a waiver of any other default or of any other of these terms and conditions. This Contract constitutes the entire Contract between the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous proposals, negotiations, understandings and Contract, whether oral or written, relating to the subject matter hereof. This Contract shall not be released, discharged, waived, abandoned or modified, in whole or in part, except by a written instrument duly executed by both parties.

17. Applicable Law; Jurisdiction.

This contract shall be construed under the laws of the state of New York, without giving effect to any conflicts-of-law rules requiring the application of the substantive laws of any other jurisdiction. The provisions of the 1980 United Nations Convention on Contracts for the Sale of Goods shall in no way govern the rights and obligations of the parties specified herein. The parties agree that all disputes will be subject to the exclusive jurisdiction and venue of New York, and the parties hereby consent to such jurisdiction and venue. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THIS CONTRACT.

18. Foreign Shipment or Resale.

Orders placed hereunder are subject to all applicable U.S. Laws and regulations relating to the export of the Products. Customer shall not ship, transfer, re-export, or use the Products in violation of applicable export laws, regulations or restrictions. Customer shall be responsible for obtaining any necessary export licenses and for compliance with all customs regulations. Customer's failure to obtain a license when required is unlawful and may subject Customer to punishment including civil penalties, suspensions, debarment, and criminal penalties.

19. Authorization for Export.

Customer authorizes SII to act as authorized agent for export control, U.S. Customs and Border Protection, and Census Bureau purposes to transmit such export information electronically that may be required by law or regulation in connection with the exportation or transportation of any goods on behalf of said Foreign Principal Party In Interest "FPPI" (Customer), for routed export transactions in support of existing and future purchase orders. The U.S. Principal Party in Interest "USPPI" (SII) further understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any U.S. laws or regulations on exportation.

20. Changes in Products.

SII may change the construction or design of the Products without notice to the Customer so long as the function and performance of the Products, as determined by SII in its sole and reasonable discretion, are not thereby adversely affected.

21. Software License (if applicable).

Subject to these terms and conditions, SII grants to Customer a limited, personal, non-exclusive license (“the “License”) for use only



Specialised Imaging, Inc.
40935 County Center Drive, Suite D
Temecula, CA 92591

Quotation

Quote to:

Kareem A. Ahmed, Ph.D., Associate Professor, Center for Advanced Turbomachinery and Energy Research Faculty Mechanical and Aerospace Engineering University of Central Florida Eng. 1, Rm. 410, Orlando, FL 32816	Quote No.	Q-1684
	Date	11/13/2023
	Valid for	90 Days
	Customer	UCF KAA
	Delivery	4-5 months
Tel:	kareem.ahmed@ucf.edu	Delivery Method Freight

Items	Quantity	Description	Unit Price (\$)	Total (\$)
001	1	SIMX8 Ultra High Speed Framing Camera (8 channels) incorporating 8 ICCDs producing 8 frames of 1360 x 1040 pixels at all frame rates, with P43 phosphor tubes for 50 lp/mm spatial resolution, Exposure times from 3 ns to 10 ms, interframe times from 0 ns to 10 ms in 1ns steps, adjustable gain from Unity to 10,000X. Capable of 8 frames at up to 1 Billion fps. With Ethernet control. With Nikon Bayonet lens mount, with built in electro-mechanical iris, capping shutter, in fitted case. Software camera is upgradable up to 16 channels With Special Option Optical Port	295,196.40	295,196.40

Notes:

Prices do not include state sales taxes. Check with buyer to see if sales tax is applicable. We do not collect out of state sales tax.

Standard Payment Terms: Net 30 Days,

Please reference the Quote number on all correspondence.

FOB: Destination, 5% Service Charge on Credit Cards, Please Note NEW Address

SUBTOTAL	\$	295,196.40
SHIPPING & HANDLING	\$	300.00
TAX RATE(S)	0.00%	\$ 0.00
	\$	0.00
TOTAL	\$	295,496.40

Signed: Drew Kosel

Specialised Imaging, Inc.
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Temecula CA 92591

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