

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
Laboratory Equipment and Supplies
Administered by the State of Idaho (hereinafter "Lead State")**

Nikon Instruments, Inc.
Master Agreement No: MA16000231
(hereinafter "Contractor")

And

State of Idaho Department of Administration Division of Purchasing
(hereinafter "Participating State")

1. **Scope:** This Participating Addendum (PADD) covers the Laboratory Equipment and Supplies contract led by the State of Idaho (Master Agreement No. MA16000231) for use by state agencies and other entities located in the State of Idaho, as provided below.

2. **Participation:** Use of NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Ordering Entity will issue individual releases (orders) against this PADD on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

3. **Participating State Modifications or Additions to Master Agreement:**

Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

- 3.1 **Assignment:** No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State (Idaho Code Section 67-5726(1)).
- 3.2 **Amendments:** Amendments to the Master Agreement will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within 10 calendar days of the

date of the amendment, in order to be effective.

3.3 **Governing Law:** Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect.

3.4 **Administrative Fee and Quarterly Usage Report:**

The prices to be paid by the Ordering Entities shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish detailed usage reports as designated by the State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at <http://purchasing.idaho.gov/form2.html>. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters):	Fee and Report Due:
1 st Quarter July 1 - Sept 30	October 31st
2 nd Quarter Oct 1 - Dec 31	January 31st
3 rd Quarter Jan 1 - Mar 31	April 30 th
4 th Quarter Apr 1 - Jun 30	July 31 st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to: State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.

4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Victoria Stolz Alex Fiakos
Address	1300 Walt Whitman Rd.
Telephone	631-547-8526 631-547-8638
Fax	631-944-9370
E-mail	niiorderscontracts@nikon.net


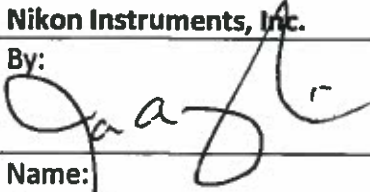
Participating State

Name	Chelsea Cameron, Division of Purchasing
Address	650 W. State Street, Boise ID 83720
Telephone	208-332-1607
Fax	208-327-7320
E-mail	chelsea.cameron@adm.idaho.gov

5. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders issued by purchasing entities within the state of Idaho must include the Participating State contract number as well as the Lead State Master Agreement No. MA16000231.

6. **Entire Agreement:** This PADD and the Master Agreement No. MA16000231, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. The terms and conditions of this PADD shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Agreement, as to the Participating State, and shall otherwise have no impact on the Master Agreement and its exhibits.

The parties have executed this PADD as of the date of the last signature below.

Participating State: State of Idaho	Contractor: Nikon Instruments, Inc.
By: 	By: 
Name: Chelsea Cameron	Name: James Hamlin
Title: Purchasing Officer	Title: Vice President
Date: 04/21/2016	Date: 4/20/16

NASPO ValuePoint

PARTICIPATING ADDENDUM AMENDMENT

LABORATORY EQUIPMENT AND SUPPLIES

Lead by the State of IDAHO



NASPO

ValuePoint

Master Agreement #: NASPO ValuePoint MA16000234-3

Contractor: **NAME NIKON INSTRUMENTS, INC.**

Participating Entity: **STATE OF MONTANA**

Master Agreement Terms and Conditions:

1. Scope: This addendum covers additional terms applicable to the Laboratory Equipment and Supplies, led by the State of Idaho, for use by Montana State agencies and approved Montana Cooperative Purchasing Organizations.
2. State of Montana Administrative Fee: The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described below. The Administrative Fee must be submitted by ACH along with email notification to the State of Montana Contracts Officer. This Administrative Fee is effective April 1, 2017.
3. Required Reporting: Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jacquelyn Perry
Address:	1300 Walt Whitman road, Melville, NY 11747
Telephone:	(631) 547-8526
Fax:	(631) 944-9370
Email:	lniorderscontracts@nikon.net

NASPO ValuePoint
PARTICIPATING ADDENDUM AMENDMENT
LABORATORY EQUIPMENT AND SUPPLIES
 Lead by the State of IDAHO



Participating Entity

Name:	Carrie Schell
Address:	125 North Roberts Street., Helena, MT 59620
Telephone:	406-444-3319
Fax:	406-444-2529
Email:	cschell@mt.gov

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Montana: Department of Administration	Contractor: Nikon Instruments Inc.
Signature:  <small>5FBAABB9738647B...</small>	Signature:  <small>75D2E8BFAF644D9...</small>
Name: Cheryl Grey	Name: James Hamlin
Title: SFSD Administrator	Title: VP Sales
Date: 3/17/2017	Date: 3/17/2017

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]