

**STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-99-26-03**

Laboratory Equipment and Supplies
Idaho NASPO ValuePoint
Master Agreement No. MA16000234-2
Nikon Instruments, Inc. (Contractor)

This Participating Addendum Number **7-17-99-26-03** is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and **Nikon Instruments, Inc.** (hereafter referred to as "Contractor") under the lead State of Idaho, NASPO ValuePoint Master Agreement Number MA16000234-2.

1. Scope

- A. This Participating Addendum provides a full catalog of laboratory equipment and supplies (Band 4 – Microscopes) under the Idaho NASPO ValuePoint Master Agreement Number MA16000234-2. The NASPO ValuePoint Master Agreement is hereby incorporated by reference.
- B. Contractor must meet or exceed the requirements set forth in Nikon Instruments' proposal and is hereby incorporated by reference.
- C. This Participating Addendum is available for use by all State Departments and California political subdivisions/local governments. A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- D. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. Contract Term

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end March 31, 2019, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. The initial term of this Master Agreement shall be three (3) years. The total contract term, including all extensions, may not exceed five (5) years.

3. Terms and Conditions

Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of laboratory equipment and supplies under this Participating Addendum. This include:

- The California General Provisions (GSPD-401 Non-IT Commodities), effective 06/08/2010. The seven (7) page document can be view at:
<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>

4. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-17-99-26-03.
- B. Idaho NASPO ValuePoint Master Agreement Number MA16000234-2.

5. Available Equipment and Supplies

Band 4 - Microscopes

6. Pricing/Discount

Brand or Model Names	Standard NASPO Discount	Large Volume Price Points	Volume Discounts
Ci Series	15%	5 - 20	18%
		21+	24%
E100/E200	7%	5 - 10	14%
		11 - 16	25%
		17+	36%

The lead state of Idaho has excluded the cost of items in excess of \$75,000, after discount. Microscopes including all pieces needed to perform the desired function exceeding \$75,000 is not allowed.

7. Product Additions/Deletions

- A. Contractor may add or delete products introduced or removed from the market by the manufacturer under the following conditions:
 - 1) Products are within existing awarded categories under the NASPO ValuePoint Master Agreement;
 - 2) Contractor has obtained prior approval from the Idaho NASPO ValuePoint Master Agreement Contract Administrator; and
 - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of product additions/deletions.
- C. Contractor shall not add new categories or groups of products under this Participating Addendum that were not originally included in the NASPO ValuePoint Master Agreement.

8. Delivery Fees or Additional Charges

- A. Delivery charges will not apply to any order.

9. Ordering Agency Responsibilities

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. A User Instructions guide will be prepared and administered by the State Contract Administrator.

10. Contractor Responsibilities

Contractor must respond to the ordering agency's Request for Offer (RFO) to be eligible to receive a Purchase Order under this Participating Addendum.

11. Invoicing

- A. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.
- B. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

12. Usage Reporting

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. Please include the following information:
 - 1) Only State Departments and California political subdivisions/local governments.
 - 2) Separate State and Local Totals.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperative@dgs.ca.gov. The e-mail subject line will include the vendor's name and Participating Addendum Number.
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.

- F. State and Local purchases must be shown separately with separate totals and will include the grand total of all purchases.
- G. Reports are due on the 15th day after the quarterly period. For example, January through March quarterly reports will be due on April 15th.

Quarter	Reporting Period	Due Date
1	JAN 1 to MAR 31	APR 15
2	APR 1 to JUN 30	JUL 15
3	JUL 1 to SEP 30	OCT 15
4	OCT 1 to DEC 31	JAN 15

- H. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- I. Amendments for term extensions may be approved only if all reports due have been submitted to the State.

13. Administrative Fee

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. If the Administrative fee check is \$1.00 over the amount of the Administrative fee due, the check will be returned and a new check will be submitted with the correct amount.
- D. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- E. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- F. The administrative fee shall not be invoiced or charged to the ordering agency.
- G. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

H. Administrative fee checks are due for each quarter as follows:

Quarter	Reporting Period	Due Date
1	JAN 1 to MAR 31	APR 30
2	APR 1 to JUN 30	JUL 30
3	JUL 1 to SEP 30	OCT 31
4	OCT 1 to DEC 31	JAN 31

I. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

14. Contract Management

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: Nikon Instruments, Inc.
Name: Jackie Perry
Phone: (631) 547-8526
Fax: (631) 547-8652
E-Mail: jperry@nikon.net
Address: 1300 Walt Whitman Road
Melville, New York 11747

B. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Lori Tomita
Phone: (916) 375-4580
Fax: (916) 375-4663
E-Mail: Lori.Tomita@dgs.ca.gov
Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

15. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve

the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

16. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

17. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, 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, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Idaho NASPO ValuePoint Master Agreement Number MA16000234-2, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

By: *John Medaris*
Name: *For* Angela Shell
Title: Deputy Director
Date: 12/21/2017

NIKON INSTRUMENTS, INC.

By: *James Hamlin*
Name: James Hamlin
Title: Vice President
Date: 12-18-17

