

Idaho Division of Purchasing

Amendment

Purchase Order Name	Lab Equipment & Supplies - CC
Contract Number	PADD16201020
Parties	State of Idaho NIKON INSTRUMENTS INC
This Amendment's Value	\$500,000.00 USD
Total Contract Value	\$1,000,000.00 USD
Start Date	4/1/2021 12:00 AM
End Date	3/31/2022 11:59 PM

Contract Manager: State of Idaho; Chelsea Robillard

Purchasing Lead: State of Idaho, Chelsea Robillard Chelsea.robillard@adm.idaho.gov

Instructions

PADD16201020, Lab Equipment & Supplies - CC (the "Contract") is amended as detailed in the attached executed amendment document. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein.

Note: The dollar amount listed in the contract Amendment pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

NIKON INSTRUMENTS INC.

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Details Payment

Terms: Net 30

Special Instructions:

Internal Comments:

Signature signed By:A handwritten signature in black ink, appearing to read "Chelsea Robillard". The signature is stylized with a large, circular initial "C" and a long, sweeping underline.

Chelsea Robillard, State Purchasing Manager
State of Idaho



BRAD LITTLE
Governor
D. KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho

Department of Administration Division of Purchasing

304 N 8th Street, Rm 403 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
<http://purchasing.idaho.gov>

August 24, 2020

Nikon Instruments, Inc.
Jacquelyn Perry, Contract Administration Manager

VIA ELECTRONIC TRANSMISSION
jacquelyn.perry@nikon.com

RE: Renewal of Master Agreement MA16000234-3, a Contract for Laboratory Equipment and Supplies, for the State of Idaho and the NASPO ValuePoint Cooperative Purchasing Program
Expiring 3/31/2021

The State of Idaho in conjunction with NASPO ValuePoint would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is April 1, 2021 to March 31, 2022. The same terms, conditions and prices prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (chelsea.robillard@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Chelsea Robillard, CPPB
Idaho Division of Purchasing

CONTRACTOR-COMplete THIS SECTION:

Contractor agrees to the terms detailed above:

COMPANY: Nikon Instruments Inc.

BY:
(Signature)

Andy Davis, General Manager Sales
(Printed Name)

DATE: August 25, 2020

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO1395

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	



State of Idaho

CHANGE ORDER - 02
PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD16201020

Account Number: AC-1

Revision Number: 02

Change Order Date: March 07, 2019

Service Start Date: April 1, 2019

Service End Date: March 31, 2021

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Victoria R. Stolz
Nikon Instruments Inc
1300 Walt Whitman Rd
Melville, NY 11747
Phone: 631-547-8526-
Fax: 631-944-9370
Email: niiorderscontracts@nikon.net

Buyer Contact

Chelsea Robillard
Tel:208-332-1607
Fax:208-327-7320
chelsea.Robillard@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
304 N 8th Street Rm 403
PO Box 83720
Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Ship To Address

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
304 N 8th Street Rm 403
PO Box 83720
Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Instructions

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract for is for Laboratory Equipment and Supplies pursuant to NASPO ValuePoint Master Price Agreement (State of Idaho Master Agreement). The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed

basis.

Contract Title: Laboratory Equipment and Supplies

Contract Usage Type:..Mandatory Use

Public Agency Clause: Yes

Contract Administration: Chelsea Cameron

---Phone Number: 208-332-1607

---Fax Number: 208-327-7320

---E-Mail: .chelsea.cameron@adm.idaho.gov

Nikon Contact:

Alex Fiakos

Phone: 631-547-8638

Email: niorderscontracts@nikon.net

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.


QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Original Contract: \$300,000.00

Change Order 1: \$0 Administrative Change Order

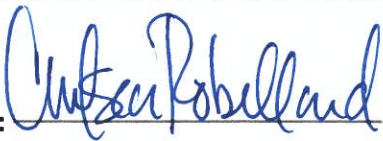
Change Order 2: \$200,000.00

TOTAL CONTRACT: \$500,000.00

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
	2.00	0		ANN	100,000.00	\$200,000.00
Item Description	#1					
	Laboratory Equipment and Supplies; Band 4 Microscopes					
						
Delivery Date:	April 29, 2016					
Shipping Method:	Delivery					
Shipping Instructions:						
Ship FOB:	Destination					
Attachment(s)						
Special Instructions:						

Sub-Total (USD)	\$200,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$200,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By :

Chelsea Robillard



MASTER AGREEMENT

MA16000234-3

AMENDMENT 1

Laboratory Equipment and Supplies

PARTIES

State of Idaho Division of Purchasing "DOP"
In conjunction with NASPO ValuePoint

and

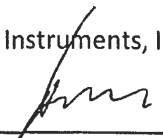
Nikon Instruments, Inc. "Contractor"

AGREEMENT

1. **AMENDMENT.** This Contract Amendment No. 1 and the provisions hereof are hereby attached to and made part of the certain State of Idaho Contract for Idaho Division of Purchasing, MA16000234-3, Laboratory Equipment and Supplies. All terms, conditions, and prices contained in the Contract shall remain in full force and effect, except as expressly modified herein.

- a. The Contract term shall be extended from April 1, 2019 – March 31, 2021.

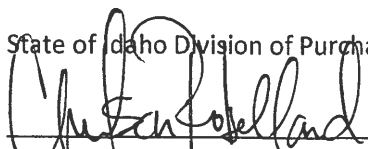
Nikon Instruments, Inc.



Toshiaiki Nagano, President & CEO

1/7/19
Date

State of Idaho Division of Purchasing



Chelsea Robillard, Lead Purchasing Officer

1/7/19
Date



State of Idaho

CHANGE ORDER - 01**PLEASE DO NOT DUPLICATE THIS ORDER.****Change Order Summary**

Purchase Order Number: PADD16201020

Account Number: AC-1

Revision Number: 01

Change Order Date: April 28, 2016

Service Start Date: April 1, 2016

Service End Date: March 31, 2019

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Victoria R. Stolz
Nikon Instruments Inc
1300 Walt Whitman Rd
Melville, NY 11747
Phone: 631-547-8526-
Fax: 631-944-9370
Email: niiorderscontracts@nikon.net

Buyer Contact

Chelsea Cameron
Tel:208-332-1607
Fax:208-327-7320
chelsea.cameron@adm.idaho.gov

Contract Number:**Bill To Address**

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
650 West State St Rm B-15
PO Box 83720
Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Ship To Address

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
650 West State St Rm B-15
PO Box 83720
Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Instructions**NOTICE OF STATEWIDE CONTRACT (PADD) AWARD**

This Contract for is for Laboratory Equipment and Supplies pursuant to NASPO ValuePoint Master Price Agreement (State of Idaho Master Agreement). The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.

Contract Title: Laboratory Equipment and Supplies

Contract Usage Type:...Mandatory Use

Public Agency Clause: Yes

Contract Administration: Chelsea Cameron

---Phone Number: 208-332-1607

---Fax Number: 208-327-7320

---E-Mail: .chelsea.cameron@adm.idaho.gov

Nikon Contact:

Alex Fiakos

Phone: 631-547-8638

Email: niiorderscontracts@nikon.net


CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Original Contract: \$300,000.00

Change Order 1: \$0 Administrative Change Order

TOTAL CONTRACT: \$300,000.00

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
	3	0		ANN	\$100,000.00	\$300,000.00
Item Description	#1					
	Laboratory Equipment and Supplies; Band 4 Microscopes					
						
Delivery Date:	April 29, 2016					
Shipping Method:	Delivery					
Shipping Instructions:						
Ship FOB:	Destination					
Attachment(s)						
Special Instructions:						

Sub-Total (USD)	\$300,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$300,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature:

Signed By :



State of Idaho

Participating Addendum**Purchase Order Summary****Purchase Order Name:** Lab Equipment & Supplies - CC**Purchase Order Number:** PADD16201020**Contract Number:****Purchase Order Date:** April 28, 2016**Service Start Date:** April 1, 2016**Service End Date:** March 31, 2019**Submitted By:** Chelsea Cameron**Payment Method:** Invoice**Payment Terms:** NET30**Bill To Address**

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
650 West State St Rm B-15
PO Box 83720
Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Supplier

Victoria R. Stolz
Nikon Instruments Inc
1300 Walt Whitman Rd
Melville, NY 11747
Phone: 631-547-8526-

Fax: 631-944-9370**Email:** nilorderscontracts@nikon.net**Buyer Contact**

Chelsea Cameron
Tel:208-332-1607
Fax:208-327-7320
chelsea.cameron@adm.idaho.gov

Ship To Address

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
650 West State St Rm B-15
PO Box 83720
Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Additional Information**Instructions****NOTICE OF STATEWIDE CONTRACT (PADD) AWARD**

This Contract for is for Laboratory Equipment and Supplies pursuant to NASPO ValuePoint Master Price Agreement (State of Idaho Master Agreement). The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.

Contract Title: Laboratory Equipment and Supplies**Contract Usage Type:**...Mandatory Use**Public Agency Clause:** Yes**Contract Administration:** Chelsea Cameron**---Phone Number:** 208-332-1607**---Fax Number:** 208-327-7320**---E-Mail:** .chelsea.cameron@adm.idaho.gov

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
3	0	ANN		#1 Laboratory Equipment and Supplies; Band 4 Microscopes		\$100,000.00	\$0.00	\$300,000.00

Delivery Date: April 21, 2016

Shipping Method: Delivery

Shipping Instructions:

Ship FOB: Destination

Special Instructions:

Internal Comments:

TOTAL: (USD) \$300,000.00

Signature :



Signed By : Chelsea Cameron

**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:

1st Quarter July 1 - Sept 30

October 31st

2nd Quarter Oct 1 - Dec 31

January 31st

3rd Quarter Jan 1 - Mar 31

April 30th

4th Quarter Apr 1 - Jun 30

July 31st

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


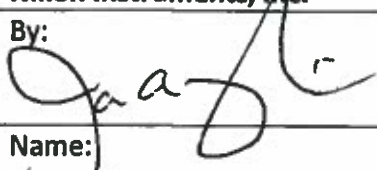
Participating State

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



MASTER AGREEMENT

MA16000234-3

Laboratory Equipment and Supplies

PARTIES

State of Idaho Division of Purchasing "DOP"
In conjunction with NASPO ValuePoint

and

Nikon Instruments, Inc. "Contractor"

AGREEMENT

1. Overview

This contract is for a full- line catalog laboratory equipment and supplies - microscopes.

2. Order of Precedence

2.1 Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) State of Idaho/NASPO ValuePoint Master Agreement;

- (3) A Purchase Order issued against the Master Agreement;
- (4) The RFP, including all Exhibits and Amendments; and
- (5) Contractor's response to the Solicitation.

2.2 These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3. Effective Date and Term

This Master Agreement is effective April 1, 2016 or upon final executed signatures, whichever is later. In no event will this Agreement be effective until executed by DOP. 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.

4. Attachments

The following documents are attached to and incorporated into this Master Agreement:

- (1) Attachment 1 – RFP Documents including all exhibits, amendments, and clarifications
- (2) Attachment 2 – Contractor's Technical Proposal including all attachments and clarifications

Nikon Instruments, Inc.


James Hamlin, Vice President

2-9-16
Date

Division of Purchasing


Chelsea Cameron, Purchasing Officer

2/10/2016
Date



The State of Idaho
Division of Purchasing

In conjunction with



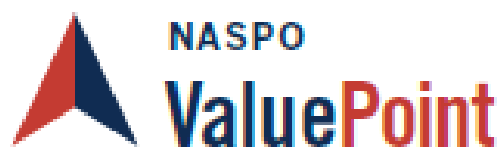
Request for Proposals

Idaho Solicitation Number RFP16000231
Laboratory Equipment and Supplies

Revised November 13, 2015

~~October 6, 2015~~

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1 RFP ADMINISTRATIVE INFORMATION

RFP Title:	Laboratory Equipment and Supplies
RFP Project Description:	The State of Idaho, in conjunction with NASPO ValuePoint, is seeking Contractor(s) to provide a full-line catalog as well as three (3) other defined bands of laboratory equipment and supplies for all Participating States.
RFP Lead:	Chelsea Cameron, Buyer State of Idaho, Division of Purchasing 650 W. State St., B-15 Boise, ID 83720 chelsea.cameron@adm.idaho.gov (208) 332-1607
Submit sealed proposal (if submitting manually): MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE IDAHO DIVISION OF PURCHASING PRIOR TO THE CLOSING DATE AND TIME. Submit electronically via IPRO:	Address for Courier 650 W. State St. Room B-15 Boise, ID 83720 Address for US Mail P.O. Box 83720 Boise, ID 83720-0075 Electronic Submission https://purchasing.idaho.gov/iprologin.html
Pre-Proposal Conference: Pre-Proposal Conference Location:	Tuesday, October 13, 2015 10:30 a.m. Mountain Time via Teleconference (call in number will be provided when you register for the Pre-Proposal conference)
Deadline To Receive Questions:	Tuesday, October 20, 2015 11:59:59 p.m. Mountain Time
RFP Closing Date:	See IPRO Header Document
RFP Opening Date:	10:30 a.m. Mountain Time the following work day after closing.
Initial Term of Contract and Renewals:	Three (3) years. Upon mutual agreement, the contract may be extended or amended. The total contract term, including all extensions, may not exceed five (5) years.
TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN PARAGRAPH 26 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS WHICH MUST BE INCORPORATED IN YOUR BASE PRICE. OTHER STATES, INCLUDING IDAHO, WILL HAVE AN ADDITIONAL ADMINISTRATIVE FEE.	

2 NASPO VALUEPOINT SOLICITATION - GENERAL INFORMATION

2.1 PURPOSE

The State of Idaho, Division of Purchasing (Lead State) is requesting proposals for laboratory equipment and supplies in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish Master Agreement(s) with qualified Offerors to provide a full catalog as well as three (3) other defined bands of laboratory equipment and supplies for all Participating States. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement shall be extended to state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement shall be three (3) years with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and conditions (**Attachment A**).

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors in the Lead State's discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data.

The Lead State/Sourcing Team, with the assistance as deemed advisable of the relevant Participating State (or relevant group of Participating States), may evaluate and select an Offeror for award in more limited geographical areas (e.g. a single state) where judged to be in the best interests of the State or States involved.

2.2 LEAD STATE

The State of Idaho, Division of Purchasing is the Lead State and issuing office for this solicitation and all subsequent addenda relating to it. The reference number for the transaction is RFP16000231. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, change, clarification, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Idaho, Division of Purchasing is:

Chelsea Cameron, Buyer
State of Idaho, Division of Purchasing
650 W. State Street, B-15
Boise, ID 83720
chelsea.cameron@adm.idaho.gov
Phone: 208-332-1607 Fax: 208-327-7320

2.3 DEFINITIONS

The following definitions apply to this solicitation. **Attachment A** contains definitions of terms used in the NASPO ValuePoint Master Agreement terms and conditions.

Full-Line Catalog means the Offerors Price List is to include at least 95% of the items chosen by the State for purposes of proposal evaluation of Band 1.

Lead State or State means the State conducting this cooperative procurement, evaluation, and award.

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

2.4 NASPO ValuePoint BACKGROUND INFORMATION

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

2.5 PARTICIPATING STATES

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential participating entities on the resulting Master Agreement: Arkansas, Hawaii, Louisiana, Maine, Montana, New Mexico, North Dakota, South Dakota, Tennessee, Utah and Washington. Other entities may become Participating Entities after award of the Master Agreement. State-specific terms and conditions that will govern each state's Participating Addendum are included in **Attachments H-Y**, or may be incorporated into the

Participating Addendum after award.

2.6 ANTICIPATED USAGE

The resulting contract(s) is intended for use by NASPO members and will be used by various public (and qualified non-profit) entities throughout the United States (as well as the NASPO member territories). **Attachment B** contains the historical usage data from the previous contracts and anticipated usage from additional states who have indicated an interest in participating. Historic usage is provided to assist Offerors in preparing their proposals; however, there is no minimum or maximum level of sales volume guaranteed or implied.

3 LABORATORY EQUIPMENT AND SUPPLIES OVERVIEW

The State is requesting proposals on four (4) defined bands (“Bands”) of laboratory equipment and supplies (**Attachment C**), as follows:

Band 1	<u>FULL-LINE CATALOG</u> of laboratory equipment and supplies. Unless otherwise excluded, the resulting contract for this Band will include all laboratory equipment and supplies.
Band 2	Plasticware
Band 3	Gloves
Band 4	Microscopes

Offeror must certify that it can supply a full line of products for each Band for which it submits a response. Offerors will be required to provide pricing and related discounts for a full line of products within each Band Offeror responds to (subject to the unit price limit in **Section 3.3**, below).

Offerors responding to Band 1, Full-Line Catalog **MUST** accept orders from and extend contract prices to **all members of NASPO ValuePoint**.

Offerors responding to Bands 2 – 4 may elect to provide a response limited to a defined geographic region consisting of no less than one state (e.g. “Washington/Oregon/Idaho;” “Texas;” “Louisiana/Arkansas/Georgia/Alabama/Florida;” “Colorado and Wyoming;” etc.). Offerors must identify the geographic region and demonstrate ability to serve the area which they are proposing to serve.

3.1 ESTIMATED QUANTITIES

See Section 2.6, above, for historic usage. Historic usage is provided to assist Offerors in preparing their proposals; however, there is no guarantee of any minimum usage.

3.2 ITEMS NOT INCLUDED IN THIS CONTRACT

The following items are NOT included in this RFP:

Equipment and Supplies which may be included in a vendor’s catalog, but which are not specifically designed or intended for laboratory use (e.g. reception chairs, couches, coffee tables, general office equipment, etc.)

Items costing in excess of \$75,000, after discount, are excluded from the resulting contract.

NOTE: When executing a Participating Addendum, all parties are bound by the \$75,000/item upper limit. A Participating State may establish a lower limit; however, any language included in a Participating Addendum purporting to increase this amount; or any other attempt to order an item off of the resulting contract which exceeds the unit price limit, will be void.

3.3 BACK-ORDERS

Contractor will take every available precaution to prevent back-order and out-of-stock contract items necessary for the operation of the Ordering Entities' facilities.

3.4 ADDITIONS TO THE CONTRACT

New items may be included as they become available (when added to Contractor's catalog) during the term of the Contract, after obtaining the approval of the NASPO Contract Administrator, as specified in this RFP, and in accordance with the provisions of the resulting contract.

Minor related services, such as hazardous waste pick-up/removal of Contractor's items; product recycling; etc. may be added to the Contract, after obtaining the approval of the NASPO Contract Administrator.

3.5 EFFECT ON OTHER LABORATORY EQUIPMENT AND SUPPLY CONTRACTS

Many Ordering Entities have current laboratory equipment and supply contracts which they may utilize as an alternate to the contract resulting from this RFP, which may affect the frequency of use of the resulting contract (s).

In addition, ordering of items that may be available through other current state or cooperative contracts may be subject to the provisions of individual state statutes and guidelines which govern the use of multiple contracts for the same commodities.

In Idaho, contracts which pre-date those resulting from this RFP for the same products will be utilized by Idaho State agencies as the primary contract for those same products, for so long as those contracts remain in effect.

4 SOLICITATION REQUIREMENTS, INFORMATION AND INSTRUCTIONS

4.1 RFP QUESTION AND ANSWER PROCESS

This solicitation is issued by the State of Idaho Division of Purchasing via IPRO (<https://purchasing.idaho.gov/iprologin.html>). The Division of Purchasing is the only contact for this solicitation. All correspondence shall be in writing. In the event that it becomes necessary to revise any part of this RFP, addenda will be posted at IPRO. It is the responsibility of the Offeror to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this RFP shall not be relied upon. All changes to this RFP must be in writing and posted at IPRO to be valid.

Questions or other correspondence must be submitted in writing (fax, mail, e-mail) to:

Chelsea Cameron, Buyer
State of Idaho, Division of Purchasing
650 W. State St., Room B-15
P.O. Box 83720
Boise, ID 83720-0075
Fax: (208) 327-7320
E-mail: chelsea.cameron@adm.idaho.gov

Questions relating to this RFP must be submitted in writing to the RFP Lead, by the date and time noted above in order to be considered.

Written questions must be submitted using Attachment E, Offeror Questions. Official answers to all written questions will be posted on IPRO as an amendment to this RFP.

Any questions regarding the State of Idaho Standard Contract Terms and Conditions, found at http://purchasing.idaho.gov/terms_and_conditions.html or the [NASPO ValuePoint Terms and Conditions included as Attachment A](#), must also be submitted in writing, using Attachment D, Offeror Questions, by the deadline identified in the RFP Administrative Information. The State will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency);
2. Recommended verbiage for the State's consideration that is consistent in content, context, and form with the State's requirement that is being questioned;
3. Explanation of how the State's acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

Proposals which condition the Proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, will be found non-responsive, and no further consideration of the Proposal will be given.

4.2 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held at the location and time indicated in **Section 1**, page 1 of this RFP. This will be your opportunity to ask questions, in person, with representatives of the Lead State and other Participating States. All interested parties are invited to participate either by attending the conference or by an established call in number. **Those choosing to participate by phone must pre-register via e-mail to Chelsea Cameron chelsea.cameron@adm.idaho.gov with the name and contact information of participant(s) to receive phone conferencing and meeting details. Offerors are asked to register by Friday, October 9, 2015.** Any oral answers given by the Lead State or Participating States during the pre-proposal conference are unofficial, and will not be binding on the States. Conference attendance is at the participant's own expense.

4.3 PROPOSAL DUE DATE

Proposals must be received by the Closing Date and time as described in the IPRO header document ("End Date"). Proposals received after the closing date and time will not be accepted.

4.4 CANCELLATION OF PROCUREMENT

This RFP may be canceled at any time prior to award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interest of potential Participating States. (See Paragraph 20 of the Solicitation Instructions to Vendors http://purchasing.idaho.gov/pdf/terms/solicitation_instructions.pdf.)

4.5 GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the Lead State in accordance with the Lead State Procurement Code, available at http://purchasing.idaho.gov/idaho_code.html.

This procurement shall be governed by the laws and regulations of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Ada County, Idaho. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in Section 35 of the NASPO ValuePoint Master Agreement Terms and Conditions in **Attachment A**.

4.6 FIRM OFFERS

Responses to this RFP, including Offerors proposed Price List, will be considered firm for one-hundred-eighty (180) days after the proposal opening date.

4.7 RIGHT TO ACCEPT ALL OR PORTION OF PROPOSAL

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal. (See Paragraph 20 of the Solicitation Instructions to Vendors http://purchasing.idaho.gov/pdf/terms/solicitation_instructions.pdf)

4.8 PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Proposals shall follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Proposal sections and subsections shall be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and/or subsection, followed with your response. Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section or subsection from the Offeror's response.

Proposals must be detailed and concise. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals.

4.9 PROPOSAL SUBMISSION INSTRUCTIONS

4.9.1 Submission of Proposals

Proposals may be submitted manually or electronically. Electronically submitted proposals must be submitted through IPRO, the Lead State's eProcurement provider, at

<http://purchasing.idaho.gov/ipro.html> . When submitting through IPRO, enter your "Total Cost" in IPRO as "\$0," and UPLOAD YOUR TECHNICAL PROPOSAL, COST PROPOSAL AND ALL OTHER REQUIRED DOCUMENTS.

If submitting via IPRO, be advised that the "Offeror" for bid evaluation and award purposes is the entity profile you submit under in IPRO, which must be the same legal entity presented in your attached response materials.

Offerors are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate their response; as the State will print uploaded documents for evaluation in the manner received via IPRO.

4.9.2 Manually Submitted Proposals

The proposals must be addressed to the RFP Lead and clearly marked "TECHNICAL PROPOSAL – RFP16000231 Laboratory Equipment and Supplies."

Each proposal must be submitted in one (1) original with seven (7) copies of the Technical Proposal, one (1) original and one (1) copy of the Cost Proposal as well as one (1) copy of Offerors latest Catalog.

Offerors submitting manually must also submit one (1) electronic copy of the proposal, one (1) electronic copy of the Price List and one (1) copy of the Catalog on CD or USB device. You may comply with the requirement for an electronic version by providing temporary access to a searchable electronic version of your Catalog. Word or Excel format is required (the only exception is for financials, brochures or other information only available in an alternate format). The format and content must be the same as the manually submitted proposal. The electronic version must NOT be password protected or locked in any way.

If your proposal contains trade secret information which you have identified, you must also submit a redacted copy of the Technical Proposal (in electronic format, with the word "redacted" in the file name) with all trade secret information removed or blacked out; as well as a separate document containing a complete list (per the instructions in Subsection 5.2.6, below) of all trade secret information which was removed or blacked out in the redacted copy.

Your Proposal must be sealed, and identified as "**RFP16000231 Laboratory Equipment and Supplies.**"

The Cost Proposal must be separately sealed, identified as "**Cost Proposal – RFP16000231 Laboratory Equipment and Supplies.**"

The Technical Proposal and separately sealed Cost Proposal must be submitted at the same time (place all proposal response materials within a larger package).

5 PROPOSAL FORMAT, REVIEW AND EVALUATION

5.1 EVALUATION CODES

(M) Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement will render Offeror's proposal non-responsive and no further evaluation will occur.

(ME) Mandatory and Evaluated Specification - failure to comply will render Offeror's proposal non-responsive and no further evaluation will occur. Offeror is required to respond to this specification with a statement outlining its understanding and how it will comply. Points will be awarded based on predetermined criteria.

(E) Evaluated Specification - a response is desired and will be evaluated and scored. If not available, respond with "Not Available" or other response that identifies Offeror's ability or inability to supply the item or service. Failure to respond will result in zero (0) points awarded for the specification.

5.2 INTITIAL REVIEW OF PROPOSALS

5.2.1 All proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in **Sections noted with an (M)**. Any proposal(s) not meeting the Mandatory Submission Requirements may be found non-responsive.

5.2.2 The Technical Proposal will be evaluated first as either "pass" or "fail," based on compliance with those requirements listed in the RFP with an **(M)** or **(ME)**. All proposals which are determined to be responsive will continue in the evaluation process outlined in **Section 11**.

5.2.3 Right to Waive Minor Irregularities

Offerors are directed to IDAPA 38.05.01.074.03.a, as well as IDAPA 38.05.01.091.05, which allow the designated State official to waive minor informalities as well as minor deviations. The State also reserves the right to seek clarification on any M or ME requirement.

5.2.4 Proposal Format

5.2.4.1 Table of Contents. Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major subsections.

5.2.4.2 Format. Proposals should follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Proposal sections and subsections must be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and/or subsection, followed with your response.

Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section or subsection from the Offeror's response.

5.2.5 Ownership or Disposition of Proposals and other Materials submitted

All Proposal contents become the property of the State, and may become a part of any resulting Contract. Award or rejection of a Proposal does not affect this right.

5.2.6 Confidential or Proprietary Information

Paragraph 28 of the Solicitation Instructions to Vendors http://purchasing.idaho.gov/pdf/terms/solicitation_instructions.pdf describes trade secrets to “include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.” In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Offerors must also:

Identify with particularity the precise text, illustration, or other information contained within each page marked “trade secret” (it is not sufficient to simply mark the entire page). The specific information you deem “trade secret” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a “trade secret.”

Provide a separate document entitled “List of Redacted Trade Secret Information” which provides a succinct list of all trade secret information noted in your proposal; listed in the order it appears in your submittal documents, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the state’s procurement personnel to determine the precise text/material subject to the notation.

6 MANDATORY ADMINISTRATIVE REQUIREMENTS

6.1 (M) SIGNATURE PAGE

All submitted proposals must be submitted with a state supplied signature page, located on the IPRO solicitation page as an attachment. Manually submitted proposals must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK OR AN ELECTRONIC SIGNATURE**, and be returned with the relevant Solicitation documents. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE (and will result in a finding that your proposal is non-responsive)**. Your ORIGINAL Signature Page should be included at the FRONT of your ORIGINAL Technical Proposal.

By submitting your proposal electronically through IPRO, you are acknowledging compliance with all requirements contained in the Signature Page.

6.2 (M) COVER LETTER

The Technical Proposal must include a cover letter on official letterhead of the Offeror; with the Offeror’s name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror’s authorized signer. The cover letter must identify the RFP Title and number,

and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

6.2.1 Identification of the Offeror's corporate or other legal entity status. Offerors must include their tax identification number. The Offeror must be a legal entity with the legal right to contract.

* If submitting via IPRO be certain the FEIN in IPRO is the same as the one in your cover letter and on your signature page.

6.2.2 A statement indicating the Offeror's acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions (http://purchasing.idaho.gov/terms_and_conditions.html; Attachment G), NASPO ValuePoint Standard Terms and Conditions (Attachment A).

6.2.3. A statement indicating the Offeror's understanding that it may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating States, when executing Participating Addendums.

6.2.4 A statement of the Offeror's compliance with affirmative action and equal employment regulations.

6.2.5 A statement that Offeror has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract. The Offeror must affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the contract without liability or, in its discretion, to deduct from the contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

6.2.6 A statement naming the firms and/or staff responsible for writing the proposal.

6.2.7 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Vendor information is available on the Internet at: <http://sam.gov>.

6.2.8 A statement affirming the proposal will be firm and binding for one-hundred-eighty (180) days from the proposal opening date.

6.2.9 A statement, by submitting its proposal, that the Offeror warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or

cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

6.2.10 A statement acknowledging that a 0.25% NASPO ValuePoint Administrative Fee will apply to total sales for the Contract awarded from this RFP as detailed in Paragraph 26 of the NASPO ValuePoint Standard Terms and Conditions (Attachment A) and Section 1, RFP Administrative Information of this RFP, and acknowledging the requirement to provide a single person responsible for submitting the NASPO ValuePoint usage reports detailed in Paragraph 27 of the NASPO ValuePoint Standard Terms and Conditions.

6.2.11 A statement identifying the geographic region or “all NASPO” if bidding on Bands 2-4.

6.3 (M) ACKNOWLEDGEMENT OF AMENDMENTS

If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive. IDAPA 38.05.01.52

7 BUSINESS INFORMATION

7.1 (ME) EXPERIENCE

Describe in detail your knowledge and experience in providing goods and services similar to those required in this RFP. Include Offerors business history, description of current service area, and customer base.

7.2 (E) REFERENCES

Offerors will be scored on a minimum of three (3) completed reference questionnaires. **See Attachment F.**

7.2.1 (E) For Band 1: Full-Line Catalog suppliers: Use the attached Reference Questionnaire (**Attachment F**) to provide three professional references from customers for which you hold a contract with an annual volume of at least \$10M.

7.2.2 (E) For all other bands (2 – 4): Submit three professional references using the attached questionnaire (**Attachment F**) from customers for which you hold a contract which includes the named Band.

7.3 (M) MINIMUM REQUIREMENTS

Restate each subsection followed by a statement confirming compliance and providing additional information documenting that you meet the minimum requirement, as appropriate.

7.3.1 Experience

Offeror must have been in business for a minimum of three years providing Laboratory Equipment and Supplies on a state, regional or nationwide basis, and must demonstrate that it has specific public sector experience. Describe in detail your knowledge and experience in providing services similar to those required in this RFP. Include Offerors business history, description of current service area, and customer base.

7.3.2 Licensing Requirements

Offerors must be in full compliance with all licensing requirements in the Lead State at the time of Proposal submission. Specific states or other authorized Participating Entities may have additional licensing and/or certification requirements that would be addressed in Participating Addenda.

7.3.3 Contractor Single Point of Contact.

All Offerors must include a single point of contact in their Proposal. This single point of contact shall be the primary person the Lead State may contact in regards to the resulting Master Agreement.

8 ORGANIZATION AND STAFFING

8.1 (M) KEY PERSONNEL

Provide a list of key management, customer service and other personnel to be used in the fulfillment of this contract, to include all pertinent contact information.

8.2 (ME) QUALIFICATIONS OF PERSONNEL

Provide resumes for employees who will be managing and/or directly providing services under the contract. For positions that are not filled, a position description (including requisite qualifications/experience) should be provided.

8.3 SUBCONTRACTORS

Describe the extent to which subcontractors will be used to comply with contract requirements. Include each position providing service, and provide a detailed description of how the subcontractors are anticipated to be involved under the contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Work requirements.

9 SCOPE OF WORK

9.1 (M) MANDATORY SPECIFICATIONS AND REQUIREMENTS

9.1.1 Estimates of Use

The quantities listed in **Attachment B** are based on the historical dollar value of both of the current NASPO ValuePoint cooperative contracts for lab equipment and supplies. These are provided as a guide for estimates of use only and are not guarantees of quantities to be purchased through the resulting Contract(s). The actual quantities to be ordered and actual volume(s) of use are not known and may vary a great deal from those listed. NASPO ValuePoint estimates that the annual spend for all states indicating an Intent to Participate could approximate \$75M annually; however NO MINIMUM ORDER QUANTITIES ARE GUARANTEED.

9.1.2 Customer Service Representatives

Offerors must designate a Contract Manager, as specified in Section 7.3.3; as well as a network of technical experts, customer service representatives and local sales representatives capable of adequately serving all Ordering Entities under the resulting contract.

9.1.3 Silence of Specifications

The apparent silence of these specifications as to any detail, or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that the best commercial practice is to be used.

9.2 (M) ORDERING

Contractor must establish and maintain a toll free phone number as well as an Internet-based ordering system for order placement, order inquiry, price and availability inquiries. Contractor must establish a wait time to place an order of less than 3 minutes. Contractor must maintain a web site, accessible by both the Ordering Entity and the Division of Purchasing, for the resulting contract. The web site, at a minimum, must:

9.2.1 Allow Participating Entities to search Contractor's catalog based on key word, brand name, description, etc.

9.2.2 Provide List Price, Discount information and Contract Pricing for the Ordering Entity (which may vary based on an individual state's Administrative Fee).

9.2.3 Allow Participating Entities to place an order on-line, with a secure means for storing procurement card information.

9.2.4 Provide tracking/status information after an order is submitted.

9.2.5 Maintain a database for each Participating Entity, identifying the entity by a unique number, and containing an up-to-date listing of equipment and supplies which have been ordered during the life of the contract; the date and status of each order (including the date of delivery); the quantity and pricing; as well as the contact information for the individual at the Participating Entity that placed the order.

9.2.6 Provide training materials and FAQ's for use of the website and the contract; as well as troubleshooting tips.

9.2.7 Provide contact information for ordering, billing, credit, service and other complaints/issues.

9.2.8 Provide a current list of names and contact information for all of Contractor's sales representatives assigned to support the Contract, identifying the geographic area assigned to each one.

9.3 MINIMUM ORDER

Contractor may establish a *minimum* order quantity no greater than \$50 per order, under which it may assess delivery charges. Orders in excess of the minimum order quantity will be delivered FOB Destination, inside delivery, to the location identified by the Ordering Entity.

For orders totaling less than \$50 per order, or Offeror's stated Minimum Order Quantity, whichever is lower, the Ordering Entity will pay the actual freight charges unless waived by the Contractor at time of order placement.

Ordering Entities will be encouraged to consolidate orders on a weekly basis, where practical; and to consolidate orders for hazardous chemicals, in order to minimize hazardous materials fees.

9.4 PACKAGING, DELIVERY, FUEL SURCHARGE

9.4.1 Delivery is FOB Destination, inside delivery, to the Ordering Entity's specified address. Contractor will ship routine consumable items within 48 hours (30-45 days, or as agreed to by agencies, for Band 4) after receipt of order (ARO). All other equipment and supplies must be delivered within seven (7) days ARO, unless a longer delivery time is agreed to by the Ordering Entity. Contractor will be required to notify the Ordering Entity within 24 hours of order

placement, if delivery cannot be completed as required by the Contract. Upon receipt of such notice, or upon failure to deliver within the specified time, the Ordering Entity may cancel the order without penalty, and make the purchase elsewhere.

9.4.2 Delivery charges will not apply to orders that are in excess of the stated minimum when placed, but fall below the minimum order amount due to backordering or delayed shipping from the Contractor.

9.4.3 Delivery charges will not be allowed for items shipped from a 3rd party vendor as long as the original order exceeds the minimum amount stated.

9.4.4 If any items ordered have special packaging (e.g. dry ice), handling (e.g. next day delivery required), or a special pricing arrangement has been made between the manufacturer and the Participating State that will require the Contractor to charge additional shipping, these items must be marked/flagged in the ordering system to clearly identify that they are subject to additional charges.

9.4.5 Contractor shall properly package and handle all items ordered under the resulting Contract, in accordance with industry standards and all applicable regulations.

9.4.6 Any products offered with an applicable shelf life must be date stamped (including gloves).

9.4.7 Ordering entities requesting special handling (FedEx, NextDay, etc.) of orders may be required by the Contractor to pay additional freight charges not to exceed the carrier's actual freight charges.

9.4.8 Remote ordering entities which do not regularly receive service from FedEx, UPS or other common courier services may be required by the Contractor to pay additional freight charges, if any, associated with delivery to the remote location, not to exceed the carrier's *additional* actual freight charges associated with delivery to the remote location. In the alternative, the ordering entity may arrange for an alternate delivery site for which the Contract cost includes all delivery charges.

9.4.9 If fuel prices rise more than 25% above the current U.S. Department of Energy's average diesel price as of the Closing Date of this RFP, the State may allow variable fuel surcharge fees to be assessed. The surcharge will be based on the U.S. Department of Energy's average diesel price from the previous month. A request for a fuel surcharge must be approved by the State prior to implementation. No fuel surcharge will be allowed when fuel prices are within 25% of the current U.S. Department of Energy's average diesel price as of the Closing Date of this RFP.

9.5 LATE DELIVERY AND FAILURE TO DELIVER

Contractor must deliver the equipment and supplies ordered pursuant to the resulting Contract in accordance with all of the terms and conditions contained in this RFP. Repeated failure to meet specified delivery requirements may result in Contract termination, or the State may pursue any other remedies that may be available to it, at its discretion. Contractor must complete delivery and installation within the time specified in Contractor's proposal, and in no

event in excess of the limit specified in Section 9.4, above).

9.6 RETURN OF ITEMS

9.6.1 Contractor Error

Equipment or Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Contractor or product performance shall **inspected within three (3) business days and** be returned at Contractor's expense within five (5) business days after receipt of notification from the Ordering Entity, with no restocking charge. If the original packaging cannot be utilized for the return, Contractor must supply the Ordering Entity with appropriate return packaging within the five (5) business day period. Postage must be paid by Contractor, by issuing an appropriate label to the Ordering Entity via e-mail and Contractor will assume the risk of loss in transit. The returned product shall either be replaced with acceptable equipment or supplies, or the Ordering Entity must receive a credit or refund for the purchase price, at the Ordering Entity's discretion.

9.6.2 Ordering Entity Error

Standard stock equipment and supplies ordered in error by Ordering Entities will be returned for credit within fifteen (15) days of receipt, at Ordering Entity's expense. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable.

9.7 INVOICING

DO NOT INVOICE THE IDAHO DIVISION OF PURCHASING.

Contractor will invoice the Ordering Entity. All invoices must list the Entity name; unique identification number assigned by Contractor; Contract number (State of Idaho Master Agreement Number for resulting contract); date ordered; anticipated delivery date; item description, including manufacturer name and model number; list price; discount applied; and net cost to Ordering Entity.

9.8 CUSTOMER ACCOUNT NUMBERS

Contractor must establish unique customer/account identification numbers for use by each individual Ordering Entity. Some Ordering Entities may require (and Contractor will provide) multiple customer/account numbers (e.g. Universities with multiple laboratories).

9.9 STATE PURCHASING CARD

In order to be considered for award, the successful vendor must accept both VISA and MasterCard Procurement/Purchasing Cards.

9.10 TRAINING

Contractor must provide training to all Participating Entities upon request (no more than one, one (1) hour training session per Ordering Entity per contract year), at no additional cost to the Participating Entity. Contractor may provide training remotely through videoconferencing, webinars, etc. Training must cover basic use of the website, performing searches, ordering, invoicing, credits, etc.

9.11 RECORDS MAINTENANCE and REPORTING REQUIREMENTS

9.11.1 Records Maintenance: Contractor must maintain books, records, documents and other evidence pertaining to this Master Agreement as detailed in Attachment A, Section 25.

9.11.2 Reporting Requirements: Contractor must provide summary and detailed usage reports as detailed in Attachment A, Section 27 and as required by individual states and Participating Entities.

9.12 CONTRACTOR INSURANCE REQUIREMENTS

As provided in IPRO document.

Confirm the following, by signature below:

_____ affirmatively states that it agrees to the mandatory
(M) requirements in the Scope of Work Sections 9.1 – 9.12.

Authorized Confirming Signature: _____

Date: _____

9.13 CUSTOMER SERVICE AND SUPPORT

9.13.1 (E) The State desires a support relationship with a Contractor that will ensure timely delivery, competent technical support for the products, as well as professional and timely response and resolution to any issues. Describe how you will meet these desirables.

9.13.2 (E) Describe how you will effectively communicate with the State and the Ordering Entities.

9.13.3 (E) Describe how you will assign staff to support the resulting Contract (i.e. technical staff, customer service representatives and regional/local sales representatives). Identify the locations of staffed offices, including a contact name, address, phone number, and web and/or e-mail address (if available), which will be available on a daily basis to assist Ordering Entities with utilizing any resulting Contract.

9.13.4 (E) Describe how you will provide ongoing training to your staff assigned to support the resulting Contract as referenced in Section 9.10.

9.13.5 (E) Describe your invoicing and credit processes and how these meet the requirements of this RFP. Describe the measures you have in place to insure that any billing issues are resolved to the Ordering Entity's and the State's satisfaction in a timely manner.

9.13.6 (E) Describe in detail the training which would be offered to Ordering Entities throughout the term of the resulting Contract.

9.13.7 (E) Describe your experience providing technical services to state or other public entities

of varying size and functionality, with regard to supplying lab equipment and supplies, including your experience with laboratory inventory management in various laboratory environments (e.g. University, hospital, veterinary, forensic, etc.).

9.13.8 (E) Describe how you will meet the requirements of Section 9.2, phone and Internet ordering, as well as the website requirements. Describe how your customer service representatives are qualified/trained to respond to questions regarding the resulting contract; and how you will meet the maximum designated wait time for phone orders. Provide a detailed description of your proposed website and its functionality, which addresses, at a minimum, the requirements contained in Section 9.2. Describe how your proposed website will enhance your customer service (e.g. search features; ordering; billing; account updates; customer-specific ordering history; inventory assistance; FAQ's; webinars; trouble-shooting; etc.). Provide sample screen shots of existing websites created for other customers.

9.14 (E) SUSTAINABILITY

Provide a comprehensive discussion of your company's corporate and local sustainability practices for the entire scope of Lab Supplies and Equipment offered in your proposal. Your response should include, but not be limited to: efforts to reduce adverse effects on human health and the environment for the entire product lifecycle, including energy, water, safety, delivery, storage, packaging and training. Where practicable, include numeric measures of progress made to meet established sustainability goals, objectives and targets.

Does your company have a recyclable products program (both for equipment and packaging)?

Does your company have a program for buybacks or trade-ins or other incentives for obsolete or otherwise unusable items?

9.15 (E) LOCAL BUSINESS SUPPORT/MWBE/DBE

NASPO encourages the involvement of local businesses, as well as minority, women-owned and disadvantaged businesses. Describe any programs that your company currently has in place in support of these organizations; and whether and how the resulting contract would or could be incorporated into the program(s).

9.16 COST

9.16.1 (M) Price Lists and Catalogs

Provide one hard copy and one electronic copy of both your latest Catalog, as well as your currently effective, nationally published Price List. You may comply with the requirement for an electronic version by providing temporary access to a searchable electronic version of your Catalog and Price List.

9.16.2 (M) For Band 1, the State is interested in a **full line supplier of laboratory equipment and supplies which can provide its full line to ALL NASPO states**. The State reserves the right to reject a Proposal for Band 1 if that Offeror's Price List does not include at least 95% of the items chosen by the State for purposes of proposal evaluation of Band 1.

9.16.3 (M) For Bands 2 – 4, the Offeror must offer a full line of laboratory equipment and/or supplies within the Band for which it provides a response. The State reserves the right to reject a Proposal for any Band for which an Offeror's Price List does not include at least 95% of the

items chosen by the State for purposes of evaluating the Band.

9.16.4 (ME) Discounts: Submit discounts from your standard price list for THE ENTIRE SPECTRUM OF ITEMS OFFERED (all items in the catalog(s) and price lists for the Band to which you are responding). The nature of your response must allow the State to apply the discounts offered to the current list prices in order to calculate net price to the State for any items in the current price list. If the manufacturer's product discounts vary by category, include the various product category discounts. You must submit discounts for ALL product codes in your PRICE LIST (or state that there is no discount for an identified product code).

9.16.5 (E) Volume Discounts:

Additional volume and other price discount options are invited, which can distinguish between individual order minimum quantities, cumulative volume discounts, and other discount terms that may be defined by the Offeror. Extensions of additional discounts are not required but may be evaluated if offered.

9.16.5.1 Cumulative Ordering Volume Discounts: Offerors are invited to identify additional percentage discounts if total cumulative ordering volumes (by all Ordering Entities) exceed an amount specified. If the volume of total orders exceeds that amount in any quarter, the offered discount will apply to future orders during the term of the contract.

9.16.5.2 Volume Discount for Minimum Order Quantity: Offeror is also invited to propose discounts for minimum order quantities. Ordering Entities may consolidate purchases in order to take advantage of any volume discount extended by Contractor for minimum orders, as long as a single delivery location is specified at the discretion of the Ordering Entity.

9.16.6 (E) Additional Discounts: Indicate where any additional/separate discounts are available, based on large quantity purchases, etc. Additional discounts are not mandatory, but may be evaluated, if offered.

9.16.7 (M) Discounts to Remain Firm or Greater: The percentage discount from the Contractor's submitted price schedule is not to decrease for all updates or revisions of Contractor's price schedule during the life of the Contract and any subsequent contract renewals; however, Contractor may increase the discount at any time. New items or replacement products are to be discounted at the same (or greater) rate as similar products or replaced items.

9.16.8 (M) Price Negotiation During Contract Term

Contractor is expected to continuously negotiate with manufacturers to obtain improved discounts and extend improved pricing to Ordering Entities. Contractor must agree to negotiate in good faith to establish ceiling prices or other more favorable Terms and Conditions applicable to future orders during the term of the Contract.

9.16.9 (M) Price Lists and Updates: After Contract award, Contractor must furnish a "hard copy" and/or an electronic copy (at State's option) of the price list(s) and periodic updates to the Division of Purchasing. Contractor must also furnish "hard copy" and/or electronic copy

(Ordering Entity's option) to all Ordering Entities for which account numbers have been established. Contractor must distribute price lists in a timely manner as they become effective. Price lists may be updated no more often than quarterly. Updates must be simultaneous for the entire line of products. All price lists and website access/ordering capabilities must be supplied to the Ordering Entities at no additional cost.

9.16.10 (M) Price List Access: At any time during the Contract and for a three (3) year period following the end of the Contract, the State reserves the right to request from the Contractor access to and/or a copy of the applicable price list used for the Contract's pricing basis for Contract pricing verification. Failure to provide the requested price list within three (3) business days following the State's request may result in Contract termination.

10 (M) ADDITIONAL TERMS AND CONDITIONS

10.1 ADDITIONAL MANUFACTURER DISCOUNTS

For contract items, the Contractor agrees to allow any particular Ordering Entity to accept additional discounts offered by a Manufacturer for whom the Contractor is a distributor, if those discounts will result in a lower net price to the Ordering Entity. The Contractor agrees to furnish these items under the terms and conditions of the Contract, but at the lower net price as agreed by the Manufacturer and the Ordering Entity.

10.2 PRICE CHANGES

10.2.1 Price decreases or discount increases are permitted and encouraged at any time. Price reductions announced by a manufacturer must be applied at the time of the announcement for the products that have not yet been delivered to the Ordering Entities.

10.2.2 All discounts offered must remain firm or higher during the term of the contract.

10.2.3 Contractor may request a price increase no more than once per Contract year by submitting a request to the State at least thirty (30) days prior to the end of the then current term. Price increases must be calculated from the published price list, and may only be requested in accordance with changes made by the manufacturer or distributor in their established, nationally distributed price list or published catalog. The State reserves the right to accept or reject any proposed price increase. A price increase will not be effective until approved, in writing, by the State.

10.3 AUDIT RIGHTS

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

10.4 CHANGE IN CONTRACTOR REPRESENTATIVE

The Lead State Procurement Officer, at his/her sole discretion, may require a change in Contractor's Named Representative by giving written notice to Contractor.

10.5 TERMINATION

10.5.1 Termination of Contract

The Contract may be terminated by the State as provided in Attachment G, State's Standard Terms and Conditions, and as may otherwise be provided in this RFP.

10.5.2 Termination of Participating Addendum

Participating Addendums may be terminated by the Participating Entity for lack of funding, or for failure of the Contractor to perform in accordance with the terms of the Contract and/or the Addendum, and as otherwise designated in the Entity's Participating Addendum. There is no penalty or restriction upon the State, or Ordering Entity, in the event of cancellation due to lack of funding.

10.6 AVAILABLE FUNDS

Financial obligations of Ordering Entities are limited to the order(s) placed by the Ordering Entity, as well as on the Entity having available funds. Participating states incur no financial obligations or other liability on behalf of political subdivisions.

Confirm the following, by signature below:

_____ **affirmatively states that it agrees to the mandatory (M) requirements in Section 10 – Additional Terms and Conditions**

Authorized Confirming Signature: _____

Date: _____

11 PROPOSAL EVALUATION

11.1 TECHNICAL EVALUATION

11.1.1 The Technical Proposal will be evaluated and scored by a Proposal Evaluation Committee.

11.1.2 The scores for the Technical Proposal will be normalized as follows: the Technical Proposal with the highest raw technical score will receive all available Technical Points 500. Other proposals will be assigned a portion of the maximum available Technical Points, using the formula: $500 \times \text{raw score of the technical proposal being evaluated} / \text{highest raw technical score}$.

11.2 COST EVALUATION

11.2.1 For purposes of cost evaluation, discounts offered by Offeror pursuant to Section 9.17.4 et seq., above, will be applied to the Offeror's Price List, required by Section 9.17.1.

The items used for purposes of Cost evaluation will be a representative sample of items purchased by public entities utilizing the current WSCA and NASPO lab equipment and supplies contracts, from the four latest Quarterly Usage Reports received from the current contractors;

as well as a representative sample of items commonly procured by public entities for laboratory use.

11.2.2 For purposes of proposal evaluation, the State will use a pricing structure based upon the packaging historically purchased. For example, if a majority of a particular item has been purchased by Packages of 12 each, the state will use the price of the Offeror's similar packaging unit (PK of 12 or CS of 12) for purposes of proposal evaluation. Should a Offeror fail to offer a particular item, or equal item, the State reserves the right to use the highest price proposed by another Offeror as a price for the item in order to calculate the Grand Total Price for purposes of proposal evaluation/price comparison.

Failure by a Offeror to indicate a discount percentage for an item in the Offeror's catalog or price list may be cause for rejection of the Offeror's offer or may be cause for the State to evaluate the item at the current catalog list price.

Note: If the Offeror is not an authorized distributor for a particular item chosen for purposes of proposal evaluation, an "equal" product line may be chosen by the State for evaluation. Otherwise, the specified product line must be available. It is not the intent of this paragraph to allow a vendor to offer an "equal" item or product line if the item or product line chosen for evaluation is available.

ITEMS to be evaluated for Band 1 *may* include but are not limited to:

Chemicals, Acids, Alcohols, Solvents, Reagents, pH Supplies & Solutions, Clothing / Protective Equipment, Eye Protection, Gloves & Lab Apparel, Membrane Filters, Filters, Analyzers, Balances & Weighing equipment, Waterbaths, Cabinets, Incubators, Circulators, Burners, Centrifuges, Evaporators, Glassware products, Bottles, Vials, Microscope Slides, Pipettes & Pipette Tips, Cylinders, Hot Plates & Stirrers, Microscopes, pH Selective Ion Apparatus, Power Supplies, Refractometers, Shakers, Spectrophotometers, Thermometers, Water Purification Equipment, Bags, Cleaning Supplies, Corks, Filtration Products, Frame Rods, Clamps & Clamping Systems, Labeling Tape, Labels & Dispensers, Glass & Plastic Petri Dishes, Plastic-ware, Rubber Stoppers, Sterilizers, Tubing, Brand Name Equivalent Products, Laboratory Media, Test Kits, BBL and DIFCO products as well as parts and accessories for the above equipment.

ITEMS to be evaluated for Bands 2 – 4 may include *any* items within the Band being evaluated, which are utilized by public entities for laboratory use (subject to the unit price limit of \$75,000).

11.2.3 The Offeror with the lowest Total Cost (for a Band), based on the sum of the Representative Sample of Items evaluated for that Band, will receive all 500 Cost Points for that Band. Other Offerors within the same Band will receive a portion of the Total Cost Points based on the following formula: $\text{Lowest Total Cost for Band \#} / \text{Other Offeror Total Cost for Band \#} \times 500$.

11.2.4 Once the Cost Points are calculated for each Band, the points will be totaled with the Technical Points, and the Proposals will be ranked by Total Points, by Band.

11.3 AWARD

Award will be made to the high point responsive responsible Offeror(s), by Band (1 – 4), in

accordance with the Evaluation Method described above. The State may make multiple awards for each Band, at its discretion; and may choose not to award one or more Bands, in the best interest of the State. Bands 2 – 4 may also be awarded by region. If multiple awards are made, Idaho state agencies will utilize the contracts in accordance with Idaho Code (I.C.) 67-5718A.

EVALUATION CRITERIA

All responsive Proposals will be evaluated by a committee composed of representatives of the State and other NASPO states, using a point method of award using predetermined criteria for each ME and E item identified above. Once all responsive proposals have been evaluated and scored, by Band, the sealed Cost Proposals will be opened and scored, as detailed below. Some items will be weighted and may receive more points than other evaluated items in the same section. The detailed weighting information will not be made available until the evaluation process has been completed.

The maximum points for each evaluation category are:

7.1/7.2	Experience and References	75
8.2	Qualifications of Personnel	75
9.13	Customer Service and Support	300
9.14	Sustainability	25
9.15	Local Business Support	25
9.16	Cost	<u>500</u>
TOTAL POINTS		1,000

ATTACHMENT A – NASPO ValuePoint Master Agreement Terms and Conditions June 2015

RFP16000231 Laboratory Equipment and Supplies



1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Statement of Work;
- (5) The Solicitation; and
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing (if any). Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process (if specified in a Participating Addendum or Order) for ascertaining that the Product meets the standards set forth in the section titled Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets,

trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to later participate in the Master Agreement

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

3. Term of the Master Agreement

The initial term of this Master Agreement is for three (3) years. This Master Agreement may be extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Price and Rate Guarantee Period

~~All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and Requests for price adjustments must be made at least thirty (30) days prior to the requested effective date, and must include sufficient documentation supporting the request. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed. Adjustments will not be considered more than once per contract year. Requests must be approved in writing by the Lead State in order to be effective. Retroactive price adjustments will not be allowed.~~

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or

other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or

position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery

Provisions governing packaging and delivery are specified in sections 9.5 through 9.7 of the Request for Proposal and sections 16 and 17 of the State of Idaho Standard Contract Terms and Conditions.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

a. Indemnification of the Lead State is governed by Section 12, State of Idaho Standard Contract Terms and Conditions. Otherwise, the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities other than the Lead State, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against **third party** claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from **(i) breach by Contractor of the Master Agreement; or, (ii) negligent or wrongful act(s), error(s), or omission(s) of the Contractor, officers, directors, shareholders, agents, servants, its employees and representatives or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement, provided, that this Section shall not obligate Contractor to indemnify any indemnified party for any portion of damages directly attributable to, and directly caused by, the negligence of an indemnified party.**

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system

or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of **A.M.** Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated

below, with no deductible for each of the following categories:

- (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. ~~Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.~~ Contractor shall provide notice to Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides ~~that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and~~ for written notice of cancellation to be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State (or other Entity) as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. ~~Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.~~ Other Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state (or other entity).

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination

~~of any Participating Addendum.~~ copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, result in this Master Agreement's termination or, at the sole discretion of a Participating Entity, the termination of a Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order placed thereunder.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, transfer with any sale of tangible media or Product, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property. The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity

may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum

acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing

Entity's public information laws.

25. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

27. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO

ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Section Attachment B.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Acceptance

The Acceptance period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15)

calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of one year from the date of Acceptance that: ~~(a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b)~~ the Product is suitable for the ordinary purposes for which such Product **is intended to be** used, ~~(c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d)~~ **(b)** the Product is designed and manufactured in a commercially reasonable manner, and ~~(e)~~ **(c)** the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. System Failure or Damage—[RESERVED]

~~In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.~~

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

32. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating

Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data monthly to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update quarterly to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the [1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13)]. Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment,

family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

(June 2015)

ATTACHMENT B – HISTORICAL DATA & ANTICIPATED USAGE

RFP16000231 Laboratory Equipment and Supplies

Sales Summary Lab Equipment and Supply Contracts

Calendar Year	Total
Total	\$411,148,270
2003	\$2,112,260
2004	\$8,115,996
2005	\$10,136,977
2006	\$19,383,210
2007	\$20,575,025
2008	\$18,539,153
2009	\$29,238,181
2010	\$18,331,546
2011	\$51,136,084
2012	\$75,904,131
2013	\$81,362,904
2014	\$76,312,804

Anticipated Usage

Intent to Participates	
2015 Laboratory Equipment and Supplies	\$60,444,548.82
State	Est. Volume
ARKANSAS	\$1,220,630.16
HAWAII	\$600,000.00
IDAHO	\$2,000,000.00
LOUISIANA	\$295,170.00
MAINE	\$500,000.00
MONTANA	\$32,000,000.00
NEW MEXICO	\$1,400,000.00
NORTH DAKOTA	\$180,750.00
SOUTH DAKOTA	\$210,000.00
TENNESSEE	\$11,865,137.66
UTAH	\$8,106,511.00
WASHINGTON	\$2,066,350.00

ATTACHMENT C – LABORATORY EQUIPMENT AND SUPPLIES BANDS

RFP16000231 Laboratory Equipment and Supplies

BAND 1 – FULL-LINE CATALOG

Full-line catalog of laboratory equipment and supplies. Unless otherwise excluded, the resulting contract for this Band will include all laboratory equipment and supplies.

BAND 2 – PLASTICWARE (also referred to as Plastic Labware)

Disposable and Reusable

For applications in Microbiology, Histology, Biochemistry, Tissue Culture laboratories, as well as general laboratory use

Tissue culture labware (petri dishes, slides, other vessels), Beakers, bottles (round, square, wide/narrow mouth, amber, w/handles, specimen, wash, dispensing, polyethelene), carboys, containers, jars, burettes, cylinders, funnels, flasks, vials, cryogenic vials, cryogenic storage, test tubes, culture tubes, cuvettes, centrifuge tubes, microcentrifuge tubes, centrifuge bottles, transfer tubes, pipettes/tips, autoanalyzer sample cups, specimen cups, polymer weigh boats, dispensers, caps and liners, vented closures.

BAND 3 - GLOVES

Full product line of Disposable and Reusable gloves for laboratory use

Uses:

Available catalog of gloves must meet the needs of a wide variety of public entity settings, including, but not limited to: University laboratories; veterinary; forensics laboratories; state health departments and their associated laboratories; water and wastewater treatment facilities; DEQ (Department of Environmental Quality); Fish and Game; etc.

Catalog must include general examination gloves, as well as gloves capable of handling highly hazardous or aggressive chemicals; very hot/very cold materials (temperature resistant); and rough/sharp-edged objects (abrasion/cut resistant); all gloves must meet or exceed industry standards for intended use.

Materials:

Cotton

Natural Latex (variety of thickness ranging from 4 mil. to 30 mil.)

Playtex non-disposable

Vinyl

Butyl (smooth and rough finish)
Chloroprene
Neoprene
Tricot
Nylon
Nitrile (including lines that are textured; aloe-coated; powder-free)
Polyvinyl Chloride (PVC)
Polyvinyl Alcohol (PVA)
Polyethelene (including elbow/shoulder length)
Viton
Silvershield/4H

Sizes:

Wide range of sizes must be offered, including size equivalent to womens' small/medium/large/xl; and mens' small/medium/large/xl

Catalog must include:

Sterile and non-sterile gloves
Lint/powder free gloves
Cotton-flock lined gloves
Double dipped/rubber-coated gloves
Dry box gloves
Clean room gloves
Cryo gloves
Autoclave gloves
Wide range of lengths must be offered, at a minimum from 11" up to Shoulder Length
Variety of Thickness (depending on glove material) to meet laboratory and other applications
Temperature resistant
Abrasion resistant
Cut resistant

This Band includes finger cots, glove liners, and glove dispensers

BAND 4 - MICROSCOPES

Full line of microscopes (within the \$75,000 limit) including parts and components (e.g. illuminators, condensers, eyepieces, objectives, filters, stands, arms, bulbs, heads, power supplies, cases, dust covers, etc.) commonly used in a wide variety of public entity settings for educational, research, clinical requirements; including microscopes designed for applications in life sciences; materials sciences; and forensic sciences; as well as in environmental and industrial settings.

Including, *but not limited to*, the following types:

Student microscope
Monocular/Digital Compound Monocular microscopes

Binocular/Digital Compound Binocular microscopes
Trinocular Compound microscopes
Dual-View Binocular compound microscopes
Stereo/Digital stereo microscopes
Digital zoom microscopes
Digital Imaging Microscopes
Polarizing Microscopy Polarized Light microscopes
Inverted microscopes
Metallurgical microscopes
Gemological microscopes
Asbestos counting microscopes
Inspection system stereo microscopes/projector microscopes
Video & Digital, Stereo and compound microscopes with viewing screens
EPI-fluorescent microscopes (binocular/trinocular and inverted models)
Digital microscope cameras
Measuring microscopes
Electron microscopes

ATTACHMENT D – REPRESENTATIVE SAMPLE OF ITEMS

RFP16000231 Laboratory Equipment and Supplies

(attached under separate cover)

ATTACHMENT E - OFFEROR QUESTIONS
RFP16000231 Laboratory Equipment and Supplies

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the "RFP Section" field (column 2). If the question is a general question not related to a specific RFP section, enter "General" in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFP Section" (column 2), and the attachment page number in the "RFP page" field (column 3).
3. Do not enter text in column 5 (Response). This is for the State's use only.
4. Once completed, this form is to be e-mailed per the instructions in the RFP. The e-mail subject line is to state the RFP number followed by "Questions."

RFP16000231 Laboratory Equipment and Supplies

Question	RFP Section	RFP Page	Question	Response
1				
2				
3				
4				
5				
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17				
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21				
22				

Question	RFP Section	RFP Page	Question	Response
23				

ATTACHMENT F - (E) REFERENCES

RFP16000231 Laboratory Equipment and Supplies

INSTRUCTIONS TO THE OFFEROR:

Offerors will be scored on a minimum of three (3) completed reference questionnaires. All questionnaires will be averaged. The completed references questionnaires must be from individuals, companies, or agencies with knowledge of the Offeror's experience that is similar in nature and scope to the products or services being requested by this RFP, and are within the last five (5) years from the date this RFP was posted to IPRO. Idaho state agencies may not be utilized as a reference, nor will any member of the Offeror's organization. Only one (1) reference will be received/qualify per reference company/agency. If multiple references are received from the same company/agency, only the first received will be accepted. If fewer than three (3) references are received, a score of zero "0" will be given to each missing questionnaire, up to the three (3) requested.

References not received prior to the RFP Closing Date and time will not be accepted or scored. References outside the requisite number of years (*See paragraph above*), and references determined by the State to be not of a similar nature and scope to the products or services requested in this RFP will also not be accepted or scored. **Determination of similar will be made by using the information provided by the reference in Section II of the Reference Questionnaire, General Information, and any additional information provided by the reference, or otherwise obtained by the State.**

REFERENCES MUST BE RECEIVED BY THE RFP LEAD, DIRECTLY FROM THE REFERENCE, IN ORDER TO BE CONSIDERED.

1. Offerors must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.

- a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
- b. Print the name of your company/organization on the "OFFEROR NAME" line.
- c. Be certain that the RFP Closing date and time in Instruction 5, on the following page, is correct.

2. Send the "Reference's Response To" document to your references to complete.

NOTE: It is the Offeror's responsibility to follow up with its references to ensure timely receipt of all questionnaires. Offerors may e-mail the RFP Lead prior to the RFP closing date to verify receipt of references.

**REFERENCE QUESTIONNAIRE
REFERENCE'S RESPONSE TO:
RFP16000231
Laboratory Equipment and Supplies**

REFERENCE NAME (Company/Organization): _____

OFFEROR (Vendor) NAME (Company/Organization): _____ has submitted a proposal to the State of Idaho, Division of Purchasing, to provide the following services Laboratory Equipment and Supplies. We've chosen you as one of our references.

INSTRUCTIONS

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)
4. E-mail or fax **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:

RFP Lead: Chelsea Cameron

E-mail: chelsea.cameron@adm.idaho.gov

Fax: 208-327-7320
5. This completed document **MUST** be received no later than **November 18, 2015** at 5:00 p.m. (Mountain Time). Reference documents received after this time will not be considered. **References received without an actual signature will not be accepted.**
6. DO **NOT** return this document to the Offeror (Vendor).
7. In addition to this document, the State may contact references by phone or e-mail for further clarification, if necessary.

Section I. Qualifying Questions – PLEASE ANSWER ALL QUESTIONS

1. During what time period did the vendor provide these services for your business?

Month: _____ Year: _____ to Month: _____ Year: _____

1. What was your approximate annual spend on your contract with the proposing company?

2. If you contracted with the proposing company as a full-line catalog supplier, was your annual spend in excess of \$10M?

Yes _____ No _____

3. Which of the following did the proposing company supply to you?

Approximate Annual Spend

Full-line catalog of laboratory equipment and supplies

_____ \$ _____

Plasticware

_____ \$ _____

Gloves

_____ \$ _____

Microscopes

_____ \$ _____

Section II. RATING

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

Rating Scale

Category	Score
Poor or Inadequate Performance	0
Below Average	1 – 3
Average	4 – 6
Above Average	7 - 9
Excellent	10

Circle **ONE** number for each of the following numbered items:

1. Rate the overall quality of the vendor's services:

10 9 8 7 6 5 4 3 2 1 0

2. Rate the ease of placing orders with this vendor:

10 9 8 7 6 5 4 3 2 1 0

3. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor):*

10 9 8 7 6 5 4 3 2 1 0

4. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:

10 9 8 7 6 5 4 3 2 1 0

5. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted:

10 9 8 7 6 5 4 3 2 1 0

6. Rate the accuracy and timeliness of the vendor's billing and/or invoices:

10 9 8 7 6 5 4 3 2 1 0

7. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided:

10 9 8 7 6 5 4 3 2 1 0

8. Rate the vendor's flexibility in meeting business requirements:

10 9 8 7 6 5 4 3 2 1 0

9. Rate the likelihood of your company/organization recommending this vendor to others in the future:

10 9 8 7 6 5 4 3 2 1 0

Section III. GENERAL INFORMATION

1. Please include a brief description of the services provided by this vendor:

Section IV. ACKNOWLEDGEMENT

I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

Signature of Reference

Date

Print Name

Title

Phone Number

E-mail address

ATTACHEMENT G: PUBLIC AGENCY CLAUSE

RFP16000231 Laboratory Equipment and Supplies

Prices offered in this RFP must be made available to other "Public Agencies", including agencies of the State of Idaho, and as defined in Section 67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this State including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho. It will be the responsibility of the "Public Agency" to independently contract with the Offeror and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities routinely buy from Statewide Master Contracts established by the Division of Purchasing.

Please indicate if you accept this Public Agency Clause AND return this completed form with your Proposal Response. Failure to accept this provision will result in a finding that your Proposal is non-responsive.

YES_____

NO_____

Name of Offeror:_____

ATTACHMENTS H-Y: Lead State and Additional Participating States' Terms and Conditions

RFP16000231 Laboratory Equipment and Supplies

(attached under separate cover)



C.L. "BUTCH" OTTER

Governor

ROBERT L. GEDDES

Director

BILL BURNS

Administrator

State of Idaho

Department of Administration

Division of Purchasing

650 West State Street B-15 (83702)

P. O. Box 83720

Boise, ID 83720-0075

Telephone (208) 327-7465

FAX (208) 327-7320

<http://purchasing.idaho.gov>

SIGNATURE PAGE for Use with a Manually Submitted Invitation to Bid (ITB) or Request for Proposal (RFP) Response

Bids or proposals and pricing information shall be typewritten or handwritten in ink. Originals and copies of the bid or proposal shall be submitted in accordance with the solicitation documents. MANUALLY SUBMITTED BIDS/PROPOSALS MUST INCLUDE THIS SIGNATURE PAGE WITH THE ORIGINAL SIGNATURE (INK or ELECTRONIC SIGNATURE) OF AN INDIVIDUAL AUTHORIZED TO BIND THE SUBMITTING VENDOR.

NO LIABILITY WILL BE ASSUMED BY THE DIVISION OF PURCHASING FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

The words "SEALED BID" and the bid number must be noted on the outside of your SEALED BID package. To insure that your SEALED BID is handled properly, label the exterior of your package as follows:

"SEALED BID"

BUYER: Chelsea Cameron RFP Lead]

SEALED BID FOR: Laboratory Equipment and Supplies

BID NUMBER: RFP16000231

CLOSES: November 18, 2015-December 3, 2015

Send your sealed bid package via USPS to:

Division of Purchasing

PO Box 83720

Boise, ID 83720-0075

FedEx, UPS or other Couriers/Hand Deliver:

Division of Purchasing

650 West State Street B-15

Boise, ID 83702

This ITB or RFP response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed below. By my signature below I accept the terms, conditions and requirements contained in the solicitation, including, but not limited to, the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS and the SOLICITATION INSTRUCTIONS TO VENDORS in effect at the time this ITB or RFP was issued, as incorporated by reference into this solicitation; as well as any SPECIAL TERMS AND CONDITIONS incorporated in the solicitation documents (e.g. Software, Telecommunications, Banking, etc.). As the undersigned, I certify I am authorized to sign and submit this response for the Bidder/Offeree. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

BID Number: RFP16000231

BID Title: Laboratory Equipment and Supplies

BIDDER/OFFEROR (Company Name) Nikon Instruments Inc.

ADDRESS 1300 Walt Whitman Rd.

CITY, ST, ZIP Melville, NY 11747

PHONE: 800-526-4566

FAX: 631-944-9370

FEIN: 11-3554845

E-Mail niorderscontracts@nikon.net

THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE (PREFERABLY IN BLUE INK) OR AN ELECTRONIC SIGNATURE, AND RETURNED WITH YOUR MANUALLY SUBMITTED BID OR PROPOSAL.

Original Signature (Manually Signed in Ink or Electronic Signature)

James Hamlin

Printed Name

Date

11/30/15

Vice President

Title

✓



NIKON INSTRUMENTS INC.

1300 Walt Whitman Road, Melville, NY 11747-3064
Tel (631) 547-8500 Fax (631) 547-0299
www.nikoninstruments.com

November 30, 2015

Chelsea Cameron, Buyer
State of Idaho, Division of Purchasing
650 W. State St., B-15
Boise, ID 83720

RE: Cover Letter, RFP16000231 Laboratory Equipment and Supplies

Dear Ms. Cameron,

Nikon Instruments is a large corporation, TIN 11-3554845, with a primary place of business at 1300 Walt Whitman Rd, Melville, NY 11747. Our toll free number is 800-526-4566. We have multiple fax numbers available. The primary fax number for contract related issues is 631-944-9370.

Our Senior Management team accepts and will comply with the requirements of the RFP and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions. We will negotiate and additional terms and conditions, including additional administrative fees, as they become necessary with Participating States upon request.

Nikon Instruments is an Equal Opportunity Employer. We comply with all applicable affirmative action and EEO regulations. We use only bona fide employees to complete all bid and solicitation documentation, including all requirements for this contract. Our Contract Administration Manager, Victoria Stolz, has been responsible for initial review of all solicitation documents and for drafting the proposal. We are not currently debarred, nor in any way excluded from participation in any state or Federal procurement or non-procurement programs. We participate in e-Verify to ensure that all employees of Nikon Instruments are legally authorized to work in the United States.

Nikon Instruments is submitting a bid for Band 4 only, which we will keep firm for 180 days and will be open to all fifty states and the District of Columbia. Upon award, Nikon Instruments Inc. will remit the required 0.25% administrative fee and all required reports to NASPO for all orders received which include the Master Agreement Indicator or appropriate contract number.

The internal signatures required at 9.12 and 10.6 in the RFQ document have been included electronically in our Technical Proposal with my express consent as an authorized signer.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "James Hamlin", is written over a horizontal line.

James Hamlin
Vice President, Nikon Instruments Inc.



NIKON INSTRUMENTS INC.

1300 Walt Whitman Road, Melville, NY 11747-3064

Tel: (631) 547-8500 Fax: (631) 547-8652

www.nikoninstruments.com

Cover Letter Data

Offeror Name: Nikon Instruments Inc.
Mailing Address: 1300 Walt Whitman Rd.
Melville, NY 11747
Telephone Number: 1-800-52NIKON
Fax Number: 631-944-9370
E-mail address: niiorderscontracts@nikon.net
Authorized Signer: James Hamlin, Vice President

RFP Title: Laboratory Equipment and Supplies
RFP Number: RFP16000231

6.2.1:

Legal Entity Status: Corporation
Tax ID Number: 11-3554845

6.2.2

Nikon Instruments Inc. accepts and is willing to comply with the requirements of the RFP and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions. These will be delineated again on a separate sheet in the attached proposal.

6.2.3

Nikon Instruments Inc. understands that it may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating States when executing Participating Addendums.

6.2.4

Nikon Instruments Inc. complies with all applicable affirmative action and equal employment regulations.

6.2.5

Nikon Instruments Inc. has assigned only a bona fide employee and has not hired any other company or person, to solicit and secure this contract. It has not agreed to pay anyone other than a regular employee or company regularly employed by it any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from award of this contract. Nikon Instruments Inc. understands and agrees that the State has the right to annul the contract without liability or, in its discretion, to deduct from the contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies for breach or violation of this term.



6.2.6

Victoria Stolz, Contract Administration Manager is responsible for writing this proposal.

6.2.7

Nikon Instruments Inc. is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

6.2.8

Nikon Instruments Inc. agrees that this proposal will be firm and binding for one-hundred-eighty days from the proposal opening date.

6.2.9

By submitting this proposal, Nikon Instruments Inc. warrants that any contract resulting from this proposal is subject to Executive Order 2009-10, that it participates in E-Verify, and that it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

6.2.10

Nikon Instruments Inc. hereby acknowledges that a 0.25% NASPO ValuePoint Administrative Fee will apply to total sales for the Contract awarded from this RFP as detailed in Paragraph 26 of the NASPO ValuePoint Standard Terms and Conditions (Attachment A) and Section 1, RFP Administrative Information of this RFP, and agrees to assign responsibility for submitting the NASPO ValuePoint usage reports detailed in Paragraph 27 of the NASPO ValuePoint Standard Terms and Conditions to a single person.

6.2.11

Nikon Instruments Inc. is bidding on Band 4 only and intends to participate for all fifty states and the District of Columbia.

State of Idaho, Department of Administration
Division of Purchasing

In conjunction with
NASPO ValuePoint

Amendment 1
RFP16000231 Laboratory Equipment and Supplies

Posted to IPRO November 16, 2015

State of Idaho RFP16000231 is amended as follows (*please note that you must sign and return a copy of this Amendment Acknowledgement with your proposal submittal, acknowledging that you have received and read the Amendment, or your proposal may be found non-responsive*):

Post answers to questions submitted
Revised RFP document
Revised Signature Page
Change closing date
Amendment Acknowledgement form

I acknowledge that I have received and read this amendment and that failure to return a signed copy of this Amendment Acknowledgement with my proposal submittal may result in my proposal being found non-responsive.

Name of Offeror: Nikon Instruments Inc.

Signature of Authorized Agent: 

Printed Name: James Hamlin

Date: 11/30/15



NIKON INSTRUMENTS INC.

1300 Walt Whitman Road, Melville, NY 11747-3064

Tel: (631) 547-8500 Fax: (631) 547-8652

www.nikoninstruments.com

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Section 1 RFP Administrative Information

RFP Title:	Laboratory Equipment and Supplies
RFP Project Description:	The State of Idaho, in conjunction with NASPO ValuePoint, is seeking Contractor(s) to provide a full-line catalog as well as three (3) other defined bands of laboratory equipment and supplies for all Participating States.
RFP Lead:	Chelsea Cameron, Buyer State of Idaho, Division of Purchasing 650 W. State St., B-15 Boise, ID 83720 chelsea.cameron@adm.idaho.gov (208) 332-1607
Submit sealed proposal (if submitting manually): MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE IDAHO DIVISION OF PURCHASING PRIOR TO THE CLOSING DATE AND TIME.	Address for Courier 650 W. State St. Room B-15 Boise, ID 83720 Address for US Mail P.O. Box 83720 Boise, ID 83720-0075
Submit electronically via IPRO:	Electronic Submission https://purchasing.idaho.gov/iprologin.html
Pre-Proposal Conference:	Tuesday, October 13, 2015 10:30 a.m. Mountain Time
Pre-Proposal Conference Location:	via Teleconference (call in number will be provided when you register for the Pre-Proposal conference)
Deadline To Receive Questions:	Tuesday, October 20, 2015 11:59:59 p.m. Mountain Time
RFP Closing Date:	See IPRO Header Document
RFP Opening Date:	10:30 a.m. Mountain Time the following work day after closing.
Initial Term of Contract and Renewals:	Three (3) years. Upon mutual agreement, the contract may be extended or amended. The total contract term, including all extensions, may not exceed five (5) years.
TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN PARAGRAPH 26 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS WHICH MUST BE INCORPORATED IN YOUR BASE PRICE. OTHER STATES, INCLUDING IDAHO, WILL HAVE AN ADDITIONAL ADMINISTRATIVE FEE.	

Nikon Instruments Inc. acknowledges receipt.



Section 2 NASPO ValuePoint Solicitation- General Information

2.1 Purpose

The State of Idaho, Division of Purchasing (Lead State) is requesting proposals for laboratory equipment and supplies in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish Master Agreement(s) with qualified Offerors to provide a full catalog as well as three (3) other defined bands of laboratory equipment and supplies for all Participating States. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement shall be extended to state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement shall be three (3) years with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and conditions (Attachment A).

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors in the Lead State's discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data.

The Lead State/Sourcing Team, with the assistance as deemed advisable of the relevant Participating State (or relevant group of Participating States), may evaluate and select an Offeror for award in more limited geographical areas (e.g. a single state) where judged to be in the best interests of the State or States involved.

Nikon Instruments Inc. acknowledges receipt.

2.2 Lead State

The State of Idaho, Division of Purchasing is the Lead State and issuing office for this solicitation and all subsequent addenda relating to it. The reference number for the transaction is RFP16000231. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.



The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, change, clarification, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Idaho, Division of Purchasing is:

*Chelsea Cameron, Buyer
State of Idaho, Division of Purchasing
650 W. State Street, B-15
Boise, ID 83720
chelsea.cameron@adm.idaho.gov
Phone: 208-332-1607 Fax: 208-327-7320*

Nikon Instruments Inc. acknowledges receipt.

2.3 Definitions

The following definitions apply to this solicitation. Attachment A contains definitions of terms used in the NASPO ValuePoint Master Agreement terms and conditions.

Full-Line Catalog means the Offerors Price List is to include at least 95% of the items chosen by the State for purposes of proposal evaluation of Band 1.

Lead State or State means the State conducting this cooperative procurement, evaluation, and award.

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

Nikon Instruments Inc. acknowledges receipt.



2.4 NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites <http://www.naspovaluepoint.org> and www.naspo.org.

Nikon Instruments Inc. acknowledges receipt.

2.5 Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential participating entities on the resulting Master Agreement: Arkansas, Hawaii, Louisiana, Maine, Montana, New Mexico, North Dakota, South Dakota, Tennessee, Utah and Washington. Other entities may become Participating Entities after award of the Master Agreement. State-specific terms and conditions that will govern each state's Participating Addendum are included in Attachments H-Y, or may be incorporated into the Participating Addendum after award.

Nikon Instruments Inc. acknowledges receipt.

2.6 Anticipated Usage

The resulting contract(s) is intended for use by NASPO members and will be used by various public (and qualified non-profit) entities throughout the United States (as well as the NASPO member territories). Attachment B contains the historical usage data from the previous contracts and anticipated usage from additional states who have indicated an interest in participating. Historic usage is provided to assist Offerors in preparing their proposals; however, there is no minimum or maximum level of sales volume guaranteed or implied.

Nikon Instruments Inc. acknowledges receipt.



Section 3 Laboratory Equipment and Supplies Overview

The State is requesting proposals on four (4) defined bands ("Bands") of laboratory equipment and supplies (Attachment C), as follows:

Band 1 FULL-LINE CATALOG of laboratory equipment and supplies. Unless otherwise excluded, the resulting contract for this Band will include all laboratory equipment and supplies.

Band 2 Plasticware

Band 3 Gloves

Band 4 Microscopes

Offeror must certify that it can supply a full line of products for each Band for which it submits a response. Offerors will be required to provide pricing and related discounts for a full line of products within each Band Offeror responds to (subject to the unit price limit in Section 3.3, below).

Offerors responding to Band 1, Full-Line Catalog MUST accept orders from and extend contract prices to all members of NASPO ValuePoint.

Offerors responding to Bands 2 – 4 may elect to provide a response limited to a defined geographic region consisting of no less than one state (e.g. "Washington/Oregon/Idaho;" "Texas;" "Louisiana/Arkansas/Georgia/Alabama/Florida;" "Colorado and Wyoming;" etc.). Offerors must identify the geographic region and demonstrate ability to serve the area which they are proposing to serve.

Nikon Instruments Inc. is responding to Band 4 only. We will offer a full line of biologic and research microscopes for all fifty states and the District of Columbia. We currently have sales representatives in place who support all of these regions. Nikon Instruments was separately incorporated in 2000; our history of sales and technical support to all fifty states and DC began while we were still a division of Nikon Inc. and has continued through the present.

3.1 Estimated Quantities

See Section 2.6, above, for historic usage. Historic usage is provided to assist Offerors in preparing their proposals; however, there is no guarantee of any minimum usage.

Nikon Instruments Inc. acknowledges receipt.



3.2 Items Not Included in This Contract

*The following items are NOT included in this RFP:
Equipment and Supplies which may be included in a vendor's catalog, but which are not specifically designed or intended for laboratory use (e.g. reception chairs, couches, coffee tables, general office equipment, etc.)*

Items costing in excess of \$75,000, after discount, are excluded from the resulting contract.

NOTE: When executing a Participating Addendum, all parties are bound by the \$75,000/item upper limit. A Participating State may establish a lower limit; however, any language included in a Participating Addendum purporting to increase this amount; or any other attempt to order an item off of the resulting contract which exceeds the unit price limit, will be void.

Nikon Instruments Inc. will comply.

3.3 Back-Orders

Contractor will take every available precaution to prevent back-order and out-of-stock contract items necessary for the operation of the Ordering Entities' facilities.

Nikon Instruments Inc. will comply.

3.4 Additions to the Contract

New items may be included as they become available (when added to Contractor's catalog) during the term of the Contract, after obtaining the approval of the NASPO Contract Administrator, as specified in this RFP, and in accordance with the provisions of the resulting contract.

Minor related services, such as hazardous waste pick-up/removal of Contractor's items; product recycling; etc. may be added to the Contract, after obtaining the approval of the NASPO Contract Administrator.

Nikon Instruments Inc. acknowledges receipt.



3.5 Effect on Other Laboratory Equipment and Supply Contracts

Many Ordering Entities have current laboratory equipment and supply contracts which they may utilize as an alternate to the contract resulting from this RFP, which may affect the frequency of use of the resulting contract (s).

In addition, ordering of items that may be available through other current state or cooperative contracts may be subject to the provisions of individual state statutes and guidelines which govern the use of multiple contracts for the same commodities.

In Idaho, contracts which pre-date those resulting from this RFP for the same products will be utilized by Idaho State agencies as the primary contract for those same products, for so long as those contracts remain in effect.

Nikon Instruments Inc. acknowledges receipt.



Section 4 Solicitation Requirements, Information and Instructions

4.1 RFP Question and Answer Process

This solicitation is issued by the State of Idaho Division of Purchasing via IPRO (<https://purchasing.idaho.gov/iprologin.html>). The Division of Purchasing is the only contact for this solicitation. All correspondence shall be in writing. In the event that it becomes necessary to revise any part of this RFP, addenda will be posted at IPRO. It is the responsibility of the Offeror to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this RFP shall not be relied upon. All changes to this RFP must be in writing and posted at IPRO to be valid.

Questions or other correspondence must be submitted in writing (fax, mail, e-mail) to:

*Chelsea Cameron, Buyer
State of Idaho, Division of Purchasing
650 W. State St., Room B-15
P.O. Box 83720
Boise, ID 83720-0075
Fax: (208) 327-7320
E-mail: chelsea.cameron@adm.idaho.gov*

Questions relating to this RFP must be submitted in writing to the RFP Lead, by the date and time noted above in order to be considered.

Written questions must be submitted using Attachment E, Offeror Questions. Official answers to all written questions will be posted on IPRO as an amendment to this RFP.

Any questions regarding the State of Idaho Standard Contract Terms and Conditions, found at http://purchasing.idaho.gov/terms_and_conditions.html or the NASPO ValuePoint Terms and Conditions included as Attachment A, must also be submitted in writing, using Attachment D, Offeror Questions, by the deadline identified in the RFP Administrative Information. The State will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

- 1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency);*
- 2. Recommended verbiage for the State's consideration that is consistent in content, context, and form with the State's requirement that is being questioned;*



3. *Explanation of how the State's acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.*

Proposals which condition the Proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, will be found non-responsive, and no further consideration of the Proposal will be given.

Nikon Instruments Inc. will comply.

4.2 Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held at the location and time indicated in Section 1, page 1 of this RFP. This will be your opportunity to ask questions, in person, with representatives of the Lead State and other Participating States. All interested parties are invited to participate either by attending the conference or by an established call in number. Those choosing to participate by phone must pre-register via e-mail to Chelsea Cameron chelsea.cameron@adm.idaho.gov with the name and contact information of participant(s) to receive phone conferencing and meeting details. Offerors are asked to register by Friday, October 9, 2015. Any oral answers given by the Lead State or Participating States during the pre-proposal conference are unofficial, and will not be binding on the States. Conference attendance is at the participant's own expense.

Nikon Instruments Inc. acknowledges receipt.

4.3 Proposal Due Date

Proposals must be received by the Closing Date and time as described in the IPRO header document ("End Date"). Proposals received after the closing date and time will not be accepted.

Nikon Instruments Inc. will comply.

4.4 Cancellation of Procurement

This RFP may be canceled at any time prior to award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interest of potential Participating States. (See Paragraph 20 of the Solicitation Instructions to Vendors http://purchasing.idaho.gov/pdf/terms/solicitation_instructions.pdf.)

Nikon Instruments Inc. acknowledges receipt.



4.5 Governing Laws and Regulations

This procurement is conducted by the Lead State in accordance with the Lead State Procurement Code, available at http://purchasing.idaho.gov/idaho_code.html.

This procurement shall be governed by the laws and regulations of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Ada County, Idaho. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in Section 35 of the NASPO ValuePoint Master Agreement Terms and Conditions in Attachment A.

Nikon Instruments Inc. acknowledges receipt.

4.6 Firm Offers

Responses to this RFP, including Offerors proposed Price List, will be considered firm for one-hundred-eighty (180) days after the proposal opening date.

Nikon Instruments Inc. will comply.

4.7 Right to Accept All or Portion of Proposal

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal. (See Paragraph 20 of the Solicitation Instructions to Vendors http://purchasing.idaho.gov/pdf/terms/solicitation_instructions.pdf)

Nikon Instruments Inc. acknowledges receipt.

4.8 Proposal Content and Format Requirements

Proposals shall follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Proposal sections and subsections shall be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and/or subsection, followed with your response. Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section or subsection from the Offeror's response.



Proposals must be detailed and concise. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals.

Nikon Instruments Inc. will comply.

4.9 Proposal Submission Instructions

4.9.1 Submission of Proposals: *Proposals may be submitted manually or electronically. Electronically submitted proposals must be submitted through IPRO, the Lead State's eProcurement provider, at <http://purchasing.idaho.gov/ipro.html> . When submitting through IPRO, enter your "Total Cost" in IPRO as "\$0," and UPLOAD YOUR TECHNICAL PROPOSAL, COST PROPOSAL AND ALL OTHER REQUIRED DOCUMENTS.*

If submitting via IPRO, be advised that that the "Offeror" for bid evaluation and award purposes is the entity profile you submit under in IPRO, which must be the same legal entity presented in your attached response materials.

Offerors are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate their response; as the State will print uploaded documents for evaluation in the manner received via IPRO.

Nikon Instruments Inc. will comply.

4.9.2 Manually Submitted Proposals: *The proposals must be addressed to the RFP Lead and clearly marked "TECHNICAL PROPOSAL – RFP16000231 Laboratory Equipment and Supplies."*

Each proposal must be submitted in one (1) original with seven (7) copies of the Technical Proposal, one (1) original and one (1) copy of the Cost Proposal as well as one (1) copy of Offerors latest Catalog.

Offerors submitting manually must also submit one (1) electronic copy of the proposal, one (1) electronic copy of the Price List and one (1) copy of the Catalog on CD or USB device. You may comply with the requirement for an electronic version by providing temporary access to a searchable electronic version of your Catalog. Word or Excel format is required (the only exception is for financials, brochures or other information only available in an alternate format). The format and content must be the same as the manually submitted proposal. The electronic version must NOT be password protected or locked in any way.



If your proposal contains trade secret information which you have identified, you must also submit a redacted copy of the Technical Proposal (in electronic format, with the word "redacted" in the file name) with all trade secret information removed or blacked out; as well as a separate document containing a complete list (per the instructions in Subsection 5.2.6, below) of all trade secret information which was removed or blacked out in the redacted copy.

*Your Proposal must be sealed, and identified as "**RFP16000231 Laboratory Equipment and Supplies.**"*

*The Cost Proposal must be separately sealed, identified as "**Cost Proposal – RFP16000231 Laboratory Equipment and Supplies.**"*

The Technical Proposal and separately sealed Cost Proposal must be submitted at the same time (place all proposal response materials within a larger package).

Nikon Instruments Inc. will comply.



Section 5 Proposal Format, Review and Evaluation

5.1 Evaluation Codes

(M) *Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement will render Offeror's proposal non-responsive and no further evaluation will occur.*

(ME) *Mandatory and Evaluated Specification - failure to comply will render Offeror's proposal non-responsive and no further evaluation will occur. Offeror is required to respond to this specification with a statement outlining its understanding and how it will comply. Points will be awarded based on predetermined criteria.*

(E) *Evaluated Specification - a response is desired and will be evaluated and scored. If not available, respond with "Not Available" or other response that identifies Offeror's ability or inability to supply the item or service. Failure to respond will result in zero (0) points awarded for the specification.*

Nikon Instruments Inc. acknowledges receipt.

5.2 Initial Review of Proposals

5.2.1: *All proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Sections noted with an (M). Any proposal(s) not meeting the Mandatory Submission Requirements may be found non-responsive.*

Nikon Instruments Inc. acknowledges receipt.

5.2.2: *The Technical Proposal will be evaluated first as either "pass" or "fail," based on compliance with those requirements listed in the RFP with an (M) or (ME). All proposals which are determined to be responsive will continue in the evaluation process outlined in Section 11.*

Nikon Instruments Inc. acknowledges receipt.

5.2.3 Right to Waive Minor Irregularities: *Offerors are directed to IDAPA 38.05.01.074.03.a, as well as IDAPA 38.05.01.091.05, which allow the designated State official to waive minor informalities as well as minor deviations. The State also reserves the right to seek clarification on any M or ME requirement.*

Nikon Instruments Inc. acknowledges receipt.



5.2.4 Proposal Format:

5.2.4.1 Table of Contents: *Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major subsections.*

Nikon Instruments Inc. will comply.

5.2.4.2 Format: *Proposals should follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Proposal sections and subsections must be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and/or subsection, followed with your response.*

Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section or subsection from the Offeror's response.

Nikon Instruments Inc. will comply.

5.2.5 Ownership or Disposition of Proposals and other Materials Submitted: *All Proposal contents become the property of the State, and may become a part of any resulting Contract. Award or rejection of a Proposal does not affect this right.*

Nikon Instruments Inc. acknowledges receipt.

5.2.6 Confidential or Proprietary Information: *Paragraph 28 of the Solicitation Instructions to Vendors http://purchasing.idaho.gov/pdf/terms/solicitation_instructions.pdf describes trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy." In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Offerors must also: Identify with particularity the precise text, illustration, or other information contained within each page marked "trade secret" (it is not sufficient to simply mark the entire page). The specific information you deem "trade secret" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a "trade secret." Provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your proposal; listed in the order*



it appears in your submittal documents, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the state's procurement personnel to determine the precise text/material subject to the notation.

Nikon Instruments Inc. will comply.



Section 6 Mandatory Administrative Requirements

6.1 (M) Signature Page

*All submitted proposals must be submitted with a state supplied signature page, located on the IPRO solicitation page as an attachment. Manually submitted proposals must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK OR AN ELECTRONIC SIGNATURE**, and be returned with the relevant Solicitation documents. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE** (and will result in a finding that your proposal is non-responsive). Your **ORIGINAL** Signature Page should be included at the **FRONT** of your **ORIGINAL** Technical Proposal.*

By submitting your proposal electronically through IPRO, you are acknowledging compliance with all requirements contained in the Signature Page.

Nikon Instruments Inc. will comply.

6.2 (M) Cover Letter

The Technical Proposal must include a cover letter on official letterhead of the Offeror; with the Offeror's name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror's authorized signer. The cover letter must identify the RFP Title and number, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

6.2.1: *Identification of the Offeror's corporate or other legal entity status. Offerors must include their tax identification number. The Offeror must be a legal entity with the legal right to contract.*

** If submitting via IPRO be certain the FEIN in IPRO is the same as the one in your cover letter and on your signature page.*

Nikon Instruments Inc. will comply.

6.2.2: *A statement indicating the Offeror's acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions (http://purchasing.idaho.gov/terms_and_conditions.html; Attachment G), NASPO ValuePoint Standard Terms and Conditions (Attachment A).*

Nikon Instruments Inc. will comply.



6.2.3: *A statement indicating the Offeror's understanding that it may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating States, when executing Participating Addendums.*

Nikon Instruments Inc. will comply.

6.2.4: *A statement of the Offeror's compliance with affirmative action and equal employment regulations.*

Nikon Instruments Inc. will comply.

6.2.5: *A statement that Offeror has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract. The Offeror must affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the contract without liability or, in its discretion, to deduct from the contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.*

Nikon Instruments Inc. will comply.

6.2.6: *A statement naming the firms and/or staff responsible for writing the proposal.*

Nikon Instruments Inc. will comply.

6.2.7: *A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Vendor information is available on the Internet at: <http://sam.gov>.*

Nikon Instruments Inc. will comply.

6.2.8: *A statement affirming the proposal will be firm and binding for one-hundred-eighty (180) days from the proposal opening date.*

Nikon Instruments Inc. will comply.

6.2.9: *A statement, by submitting its proposal, that the Offeror warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly*



and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

Nikon Instruments Inc. will comply.

6.2.10: *A statement acknowledging that a 0.25% NASPO ValuePoint Administrative Fee will apply to total sales for the Contract awarded from this RFP as detailed in Paragraph 26 of the NASPO ValuePoint Standard Terms and Conditions (Attachment A) and Section 1, RFP Administrative Information of this RFP, and acknowledging the requirement to provide a single person responsible for submitting the NASPO ValuePoint usage reports detailed in Paragraph 27 of the NASPO ValuePoint Standard Terms and Conditions.*

Nikon Instruments Inc. will comply.

6.2.11: *A statement identifying the geographic region or "all NASPO" if bidding on Bands 2-4.*

Nikon Instruments Inc. will comply.

6.3 (M) Acknowledgement of Amendments

If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive. IDAPA 38.05.01.52

Nikon Instruments Inc. will comply.



Section 7 Business Information

7.1 (ME) Experience

Describe in detail your knowledge and experience in providing goods and services similar to those required in this RFP. Include Offerors business history, description of current service area, and customer base.

We would like to thank you for giving us this opportunity to present our products as a solution to your needs. Since Nikon is specifically focused on excellence in microscopy and digital imaging for microscopy and is not a full-service lab provider, we are bidding only for Band 4.

Since its inception in 1917, virtually all Nikon products have been based upon our high-quality optical glass, creating revolutionary products from microscopes to cameras. Over the years, microscopy has evolved from simple optical devices to sophisticated systems with information technology that enables the sharing of digital images over global networks. A hallmark of Nikon's success is combining imaging and digital technologies that offer comprehensive solutions and total value for its products.

Nikon has been offering high quality, leading-edge scientific instruments in the US since 1950. Nikon Instruments Inc. was incorporated as a separate company in the State of Delaware in July 2000. Nikon Instruments Inc. is privately held by Nikon Americas, Inc., a holding company owned by Nikon Corporation. Our President and CEO, Toshiaki Nagano, and our Vice President, James Hamlin, lead us in the United States.

Nikon focuses a great deal of time, energy and resources on research and development. Working in collaboration with major Universities around the country, we have established Imaging Centers and Centers of Excellence where our microscopes are used to advance the study of and education in imaging technology. We also work with major corporations to advance their research and, in turn, gain greater insights into the needs of our customers, applications for our systems, and new avenues for our own research and advancement.

In keeping with the commitment to technological product leadership and growth in each of its product lines, Nikon routinely introduces new products designed to provide long-term benefits for our customers. We strive to enhance productivity, improve quality, and reduce total-cost-of-ownership. Our history is based on providing the finest combination of optical design and highly quality-controlled production processes. Nikon quality begins with production of our own innovative glass. From there, optical components are produced and integrated into the most efficient, innovative, and reliable microscopes on the market today. Nikon's long history of integrating microscopes into imaging solutions continues with its super-resolution microscopy systems.



Nikon Instruments has sold thousands of systems over the last fifteen years. We have contracts with the Federal Government, state and local governments, universities, and commercial entities including public and private corporations in all fifty states. Nikon Instruments' Federal customers include representatives from almost every department of the Executive Branch, including the Departments of Defense, Agriculture, Veterans Affairs, Energy, the Interior, and Health and Human Services. Our Federal sales under our former GSA Schedule, GS24F-1333C, totaled several million dollars a year, and our new GSA Schedule, GS07F-078CA, is performing equally well. Our state, university, and private customers are similarly diverse.

7.2 (E) References

Offerors will be scored on a minimum of three (3) completed reference questionnaires. See Attachment F.

7.2.1: (E) *For Band 1: Full-Line Catalog suppliers: Use the attached Reference Questionnaire (Attachment F) to provide three professional references from customers for which you hold a contract with an annual volume of at least \$10M.*

Nikon Instruments Inc. is submitting only for Band 4 so this does not apply.

7.2.2: (E) *For all other bands (2 – 4): Submit three professional references using the attached questionnaire (Attachment F) from customers for which you hold a contract which includes the named Band.*

Nikon Instruments Inc. has requested references from existing customers in Band 4.

7.3(M) Minimum Requirements

7.3.1 Experience: *Offeror must have been in business for a minimum of three years providing Laboratory Equipment and Supplies on a state, regional or nationwide basis, and must demonstrate that it has specific public sector experience. Describe in detail your knowledge and experience in providing services similar to those required in this RFP. Include Offerors business history, description of current service area, and customer base.*

Nikon Instruments Inc. confirms compliance with this requirement. Nikon made its first microscope in the early 1900's. It began offering scientific and laboratory equipment for sale in the United States in 1950. Nikon Instruments Inc. was incorporated as a separate entity in 2000 in the State of Delaware.



Nikon Instruments has been doing business nationwide since its incorporation. Our first Federal contracts predate our separate incorporation. We submitted a novation at that time for our then current contract, GS24F-1333C, which finally reached its twenty year expiration at the end of January, 2015. We were awarded a new GSA contract, GS7F-078CA, in February of 2015. The Final Evaluation of our previous contract showed total sales of \$61,824,048. Due to the Maximum Order Limit and other limitations on that contract, we had additional open market sales during the same period which also totaled well into the tens of millions. Our customer base within the Federal Government includes the Departments of Defense, Commerce, Interior, Energy, Veterans' Affairs, and Health & Human Services, plus the EPA, NASA, and the USDA.

In addition, we have current contracts with several states and universities, and commercial contracts with various Group Purchasing Organizations in the clinical market. We also sell without contracts to research, biomedical, pharmaceutical, and manufacturing facilities across the country.

7.3.2 Licensing Requirements: *Offerors must be in full compliance with all licensing requirements in the Lead State at the time of Proposal submission. Specific states or other authorized Participating Entities may have additional licensing and/or certification requirements that would be addressed in Participating Addenda.*

There are no licensing requirements associated with Nikon Instruments' Band 4 participation.

7.3.3 Contractor Single Point of Contact: *All Offerors must include a single point of contact in their Proposal. This single point of contact shall be the primary person the Lead State may contact in regards to the resulting Master Agreement.*

Nikon Instruments' single point of contact for the Master Agreement shall be Victoria Stolz, Contract Administration Manager.



Section 8 Organization and Staffing

8.1 Key Personnel

Provide a list of key management, customer service and other personnel to be used in the fulfillment of this contract, to include all pertinent contact information.

Name	Title	Email	Mobile Phone (M)/Phone
Toshiaki Nagano	President & CEO	tnagano@nikon.net	631-547-8500
James Hamlin	Vice President	jhamlin@nikon.net	631-547-8573
Melody Burba	National Sales Manager	mburba@nikon.net	502-494-4066(M)
Nathan Coe	Western Regional Sales Manager	ncoe@nikon.net	650-823-5748 (M)
Patrick Keenan	Southwest Area Sales Manager	pkeen@nikon.net	951-893-3670 (M)
Michael Johnson	Central Regional Sales Manager	mjohnson@nikon.net	214-738-0210 (M)
Vincent Haile	Eastern Regional Sales Manager	vhaile@nikon.net	512-658-3488 (M)
Adam Henry	Advanced Biosystems PanAmerican Manager	ahenry@nikon.net	412-849-3993 (M)
Andy Davis	Strategic Sales Manager for System Sales	jdavis@nikon.net	614-404-5815 (M)
Michael Gallo	Senior Service Manager	mgallo@nikon.net	631-223-5680 (M)
Ken Mariana	National Service Manager	kmariana@nikon.net	631-396-4903
Alex Fiakos	Senior Operations Manager	afiakos@nikon.net	631-547-8638
Janice Joseph	Sales Administrative Manager	jjoseph@nikon.net	631-547-8530
Victoria Stolz	Contract Administration Manager	vstolz@nikon.net	631-547-8526



8.2 Qualifications of Personnel

Provide resumes for employees who will be managing and/or directly providing services under the contract. For positions that are not filled, a position description (including requisite qualifications/experience) should be provided.

Toshiaki Nagano: President & CEO: Mr. Nagano has been involved in the production and business side of Nikon Corporation's microscopy division since starting with the company in 1984. While based in Tokyo, he served in the fields of Overseas Sales, Product Planning, and Business Management. He then worked for Nikon Singapore and Nikon Instruments Europe before becoming president of Nikon Instruments Inc. in the United States in 2012. His knowledge and expertise in both microscopy and business have enabled Nikon Instruments to grow and strengthen during his tenure.

James Hamlin: Vice President of Sales: Mr. Hamlin started working as a lab technician in 1975. In 1979 he moved over to selling microscopes. By 2003, when he was called up to our national headquarters in Melville, New York to serve as Division Manager for Instrument Sales and Operations, Mr. Hamlin had held field sales positions including Regional Manager and General Manager. In 2010 he was promoted to Vice President of Sales, a position which was expanded to include all sales in Canada and Latin America as well as the United States in 2011. Since then, his leadership has helped turn these separate divisions into a unified company with a strong sense of teamwork and dedication.

Melody Burba: National Sales Manager: Ms. Burba has been in sales for the microscope industry since 1982. She was a sales specialist for the largest Nikon distributorship until 2006 when she came to Nikon as a confocal systems sales representative. She was promoted to Regional Sales Manager-Mid-Atlantic Region until her promotion to National Sales Manager in 2011. Ms. Burba works with Nikon Regional Managers and Sales Specialist to build Nikon into the number one brand in the Microscopy Industry. She embraces Nikon's culture of teamwork, dedication, and high integrity in all that she does.

Nathan Coe: Western Regional Sales Manager: Nathan has decades of experience in the microscopy and imaging systems field and has managed and coordinated installations of Nikon Imaging systems and follow up training support at key research institutions throughout the Western US and Canada.

Patrick Keenan: Southwest Area Sales Manager: Patrick has been working within the microscope industry for over 15 years performing multiple facets of Sales and Service. With Nikon he has specialized in Confocal, Super Resolution and Imaging for nearly a decade.



Patrick was recently promoted to Manage and coordinate Sales, Training and Customer support in the South Western US Region.

Michael Johnson: Central Regional Sales Manager: Mr. Johnson has over 20 years of experience in both Business and Personnel management, as well as over 20 years of experience with light and electron microscopy. He holds a BS in Biology from the University of Texas at Arlington and has two years graduate research experience in the laboratory of Dr. H. J. Arnott studying biomineralization via both Electron and Light microscopy. Mr. Johnson is a graduate of NxLevel Business Management Course and was Business Services Manager and eventually Executive Vice President of Logisticorp, LLC for six years before coming to Nikon Instruments Inc. He was a Biosystems Sales Specialist at Nikon covering North Texas, and earned the Top Microscope Salesperson honors for direct sales on three occasions, as well as US Sales Rep of the Year in 2002. He has served as a Regional Manager for Nikon since 2007, and currently manages Sales Operations in the Central US and Canada.

Vincent Haile: Eastern Regional Sales Manager: Mr. Haile has been in the Nikon microscope business for 30 years working in the fields of: operations, inside sales support, Field direct sales, dealer sales and management, and now functions as Nikon's Eastern regional sales manager for the United States and Canada. Mr. Haile specializes in assuring customer satisfaction through open communications and attention to detail.

Adam Henry: Advanced Biosystems PanAmerican Manager: Mr. Henry spent five years doing research in a lab before coming to work for Nikon Instruments. Since his arrival here, he has specialized in confocal and super resolution system sales. After spending many years in the field working in direct sales, Mr. Henry was recently promoted to his current position in which he oversees our high-end research sales for the United States, Canada, and Latin America.

Andy Davis: Strategic Sales Manager for System Sales: Mr. Davis has been working in the microscopy industry for eleven years. His field of expertise is integrated system sales: confocal, super resolution, and high throughput systems. He spent four years in international sales management for biosystems sales. Prior to this he spent seven years selling advanced biosystems.

Michael Gallo: Senior Service Manager: Mr. Gallo has over 20 years' experience in managing the Microscope Technical Services Department which includes Biosystem Service Specialists, Technicians, Technical Engineers, and Administrative staff. He has a wide range of knowledge in the Microscope Industry; his responsibilities include managing all aspects of the Nikon Service business and quality control of all Nikon equipment. His leadership is essential to Nikon's successful service support for Nikon's customers and the products they use.



Ken Mariana: National Service Manager: Mr. Mariana has been working in the Nikon Service Department for over thirty years. He has been responsible for overseeing all service related and quality control issues. His expertise in Nikon systems ranges from our educational and clinical all the way through our newest confocal and super resolution systems.

Alex Fiakos: Senior Operations Manager: A newcomer to Nikon Instruments, Alex has have over 25 years of experience in designing, implementing, reorganizing, and managing multi-plant operations for nationally and internationally recognized manufacturing corporations in various fields including: Aerospace/Defense, Commercial Products, and Consumer Goods. His “hands on” management style, and go-getter, positive attitude successfully blends required technical knowledge with essential managerial and financial skills to positively impact the bottom line and get done the job at hand.

Janice Joseph: Sales Administrative Manager: Ms. Joseph has twenty years’ experience in Sales Administration. She is currently Administrative sales manager responsible for directing distribution of products to customers, and both field and customer support. She coordinates sales distribution by analyzing sales quotas, goals, and territories.

Victoria Stolz: Contract Administration Manager: Mrs. Stolz has spent the past ten years working in contract administration. She is certified in both Federal and Commercial Contract Management through the National Contract Management Association. She currently manages over thirty IDIQ contracts representing annual revenue in the tens of millions of dollars.

8.3 Subcontractors

Describe the extent to which subcontractors will be used to comply with contract requirements. Include each position providing service, and provide a detailed description of how the subcontractors are anticipated to be involved under the contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Work requirements.

Nikon Instruments does not anticipate using subcontractors to comply with contract requirements.



Section 9 Scope of Work

9.1 (M) Mandatory Specifications and Requirements

9.1.1 Estimates of Use: *The quantities listed in Attachment B are based on the historical dollar value of both of the current NASPO ValuePoint cooperative contracts for lab equipment and supplies. These are provided as a guide for estimates of use only and are not guarantees of quantities to be purchased through the resulting Contract(s). The actual quantities to be ordered and actual volume(s) of use are not known and may vary a great deal from those listed. NASPO ValuePoint estimates that the annual spend for all states indicating an Intent to Participate could approximate \$75M annually; however NO MINIMUM ORDER QUANTITIES ARE GUARANTEED.*

Nikon Instruments Inc. acknowledges that the volumes listed are for guidance only and are not a guarantee of sales volumes under any ensuing contract.

9.1.2 Customer Service Representatives: *Offerors must designate a Contract Manager, as specified in Section 7.3.3; as well as a network of technical experts, customer service representatives and local sales representatives capable of adequately serving all Ordering Entities under the resulting contract.*

Victoria Stolz will serve as Contract Manager. Nikon Instruments Inc. has a national network of sales representatives and technicians available to serve contract customers. Ordering Entities can contact Nikon Instruments Inc. through Mrs. Stolz or via our toll free customer service number to be put in touch with their local area representative. The list of primary sales representatives is attached hereto as a separate document.

9.1.3 Silence of Specifications: *The apparent silence of these specifications as to any detail, or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that the best commercial practice is to be used.*

Nikon Instruments Inc. acknowledges that silence on any details means that best commercial practice is to be used.

9.2 (M) Ordering

Contractor must establish and maintain a toll free phone number as well as an Internet-based ordering system for order placement, order inquiry, price and availability inquiries. Contractor must establish a wait time to place an order of less than 3 minutes. Contractor must maintain a web site, accessible by both the Ordering Entity and the Division of Purchasing, for the resulting contract. The web site, at a minimum, must:



Nikon Instruments has a toll free number which Ordering Entities and the Division of Purchasing can use to place orders or check on order status, prices, and availability. We do not have a queue customers land in, so the wait time when a customer calls is generally less than three minutes.

9.2.1: Allow Participating Entities to search Contractor's catalog based on key word, brand name, description, etc.

Nikon Instruments Inc. has a website on which customers can search for specific microscope systems by key word or description. They can search for some of our third party products, but we are the US distribution arm of Nikon Corp, so the brand is primarily Nikon.

9.2.2: Provide List Price, Discount information and Contract Pricing for the Ordering Entity (which may vary based on an individual state's Administrative Fee).

Since our primary website is a public website, we are unable to provide pricing information there; however, we are looking at the functionality available on SciQuest and will be creating a vendor file on that site with appropriate pricing and ordering capabilities.

9.2.3: Allow Participating Entities to place an order on-line, with a secure means for storing procurement card information.

Ordering Entities can currently send us purchase orders via fax and email. We are also looking at the functionality available on SciQuest and will be creating a vendor file there with appropriate pricing and ordering capabilities.

9.2.4: Provide tracking/status information after an order is submitted.

Nikon Instruments Sales Administrators can provide our customers order tracking and status information. An email is sent with order confirmation and initial status information as soon as a purchase order is processed. We can also provide additional information as requested. We are reviewing what other information we may be able to provide through SciQuest.

9.2.5: Maintain a database for each Participating Entity, identifying the entity by a unique number, and containing an up-to-date listing of equipment and supplies which have been ordered during the life of the contract; the date and status of each order (including the date of delivery); the quantity and pricing; as well as the contact information for the individual at the Participating Entity that placed the order.

Nikon Instruments maintains a database for each Ordering Entity, identifying the entity by a unique number, and containing an up-to-date listing of equipment and supplies which have been ordered; the date and status of each order (including the date the order shipped); the quantity and pricing; as well as the contact information for the individual at the Participating Entity that



placed the order. This information is not currently available on a website an Ordering Entity can access; however, it can be provided by a Sales Administrator and we are reviewing what options would be available to us through SciQuest.

9.2.6: Provide training materials and FAQ's for use of the website and the contract; as well as troubleshooting tips.

Nikon Instruments can provide training information on the use of the contract. Once we have a profile set up on SciQuest, we will be able to identify any training that would be appropriate.

9.2.7: Provide contact information for ordering, billing, credit, service and other complaints/issues.

Contact information for ordering, billing, credit, service and other complaints/issues varies by region. Ordering and customer service contact information is included on each quote. The Sales Administrator for the order will be the Ordering Entity's primary contact for all questions and concerns. Sales Administrator Contact information is as follows:

Region	Contact Name	Direct Phone	Email	Fax
Manager	Janice Joseph	631-547-8530	niiorderscontracts@nikon.net	631-944-9370
Asst. Manager	Maria Covelli	631-547-8583	niiorderscontracts@nikon.net	631-944-9370
Northwest	Savi Bains	631-547-8594	niiordersnwr@nikon.net	631-944-9374
Southwest	Savi Bains	631-547-8594	niiordersswr@nikon.net	631-944-9371
Midwest	Sandra Serrentino	631-547-4012	niiordersmwr@nikon.net	631-944-9373
South Central	Jeannine Harker	631-547-8714	niiordersscr@nikon.net	631-944-9377
Northeast	Maureen Reddy	631-547-8542	niiordersner@nikon.net	631-944-9382
Mid-Atlantic	Maureen Reddy	631-547-8542	niiordersmar@nikon.net	631-944-9375
Southeast	Theresa Woodhull	631-547-8657	niiordersscer@nikon.net	631-944-9376

9.2.8: Provide a current list of names and contact information for all of Contractor's sales representatives assigned to support the Contract, identifying the geographic area assigned to each one.

Regional Managers (contact information included in Section 8):

Mike Johnson: Central Region: Arkansas, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nebraska, North Dakota, Ohio, Oklahoma, Pennsylvania, South Dakota, Texas, West Virginia, and Wisconsin



Vince Haile: Eastern Region: Alabama, Connecticut, Delaware, Florida, Georgia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, and Washington DC

Nathan Coe: Western Region: Alaska, Colorado, Idaho, Montana, Oregon, Utah, Washington, Wyoming, and Southwest Region

Area Manager (contact information included in Section 8):

Patrick Keenan: Southwest: Arizona, California, Hawaii, Nevada, and New Mexico

Primary sales representatives are listed on a separate document attached hereto.

9.3 Minimum Order

Contractor may establish a minimum order quantity no greater than \$50 per order, under which it may assess delivery charges. Orders in excess of the minimum order quantity will be delivered FOB Destination, inside delivery, to the location identified by the Ordering Entity.

For orders totaling less than \$50 per order, or Offeror's stated Minimum Order Quantity, whichever is lower, the Ordering Entity will pay the actual freight charges unless waived by the Contractor at time of order placement.

Ordering Entities will be encouraged to consolidate orders on a weekly basis, where practical; and to consolidate orders for hazardous chemicals, in order to minimize hazardous materials fees.

Nikon Instruments Inc. will not be establishing a minimum order.

9.4 Packaging, Delivery, Fuel Surcharge

9.4.1: *Delivery is FOB Destination, inside delivery, to the Ordering Entity's specified address. Contractor will ship routine consumable items within 48 hours (30-45 days, or as agreed to by agencies, for Band 4) after receipt of order (ARO). All other equipment and supplies must be delivered within seven (7) days ARO, unless a longer delivery time is agreed to by the Ordering Entity. Contractor will be required to notify the Ordering Entity within 24 hours of order placement, if delivery cannot be completed as required by the Contract. Upon receipt of such notice, or upon failure to deliver within the specified time, the Ordering Entity may cancel the order without penalty, and make the purchase elsewhere.*



Delivery will be FOB Destination, inside delivery, to the Ordering Entity's specified address, 30-45 days ARO unless otherwise agreed upon for a specific purchase order with Ordering Entity. Nikon Instruments will notify the Ordering Entity within 24 hours on business days if an order cannot be fulfilled as specified. Upon notification of delay or actual failure to deliver, the Ordering Entity may cancel the order with no penalty.

9.4.2: Delivery charges will not apply to orders that are in excess of the stated minimum when placed, but fall below the minimum order amount due to backordering or delayed shipping from the Contractor.

Delivery charges will not apply to any order. Since Nikon Instruments Inc. is not establishing a minimum order, there is no threshold below which to fall.

9.4.3: Delivery charges will not be allowed for items shipped from a 3rd party vendor as long as the original order exceeds the minimum amount stated.

Nikon Instruments Inc. agrees that for products purchased from third party vendors under the contract, no delivery charges will be assessed.

9.4.4: If any items ordered have special packaging (e.g. dry ice), handling (e.g. next day delivery required), or a special pricing arrangement has been made between the manufacturer and the Participating State that will require the Contractor to charge additional shipping, these items must be marked/flagged in the ordering system to clearly identify that they are subject to additional charges.

Nikon Instruments Inc. will ensure that if there are any products for which special pricing arrangements have been made, including third party ancillary products not included on our primary commercial price list, these items will be clearly identified so the Participating State and Ordering Entity will be conspicuously aware of any additional charges prior to placing the order.

9.4.5: Contractor shall properly package and handle all items ordered under the resulting Contract, in accordance with industry standards and all applicable regulations.

Nikon Instruments Inc. agrees.

9.4.6: Any products offered with an applicable shelf life must be date stamped (including gloves).

Nikon Instruments Inc. does not currently offer any products with a shelf life, so currently this does not apply. Should we begin to offer products which fall under this in the future, we will comply.



9.4.7: *Ordering entities requesting special handling (FedEx, NextDay, etc.) of orders may be required by the Contractor to pay additional freight charges not to exceed the carrier's actual freight charges.*

Nikon Instruments Inc. agrees.

9.4.8: *Remote ordering entities which do not regularly receive service from FedEx, UPS or other common courier services may be required by the Contractor to pay additional freight charges, if any, associated with delivery to the remote location, not to exceed the carrier's additional actual freight charges associated with delivery to the remote location. In the alternative, the ordering entity may arrange for an alternate delivery site for which the Contract cost includes all delivery charges.*

Nikon Instruments Inc. agrees.

9.4.9: *If fuel prices rise more than 25% above the current U.S. Department of Energy's average diesel price as of the Closing Date of this RFP, the State may allow variable fuel surcharge fees to be assessed. The surcharge will be based on the U.S. Department of Energy's average diesel price from the previous month. A request for a fuel surcharge must be approved by the State prior to implementation. No fuel surcharge will be allowed when fuel prices are within 25% of the current U.S. Department of Energy's average diesel price as of the Closing Date of this RFP.*

Nikon Instruments Inc. agrees.

9.5 Late Delivery and Failure to Deliver

Contractor must deliver the equipment and supplies ordered pursuant to the resulting Contract in accordance with all of the terms and conditions contained in this RFP. Repeated failure to meet specified delivery requirements may result in Contract termination, or the State may pursue any other remedies that may be available to it, at its discretion. Contractor must complete delivery and installation within the time specified in Contractor's proposal, and in no event in excess of the limit specified in Section 9.4, above.

Nikon Instruments Inc. agrees.

9.6 Return of Items

9.6.1 Contractor Error: *Equipment or Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Contractor or product performance shall be inspected within three (3) business days and be*



returned at Contractor's expense within five (5) business days after receipt of notification from the Ordering Entity, with no restocking charge. If the original packaging cannot be utilized for the return, Contractor must supply the Ordering Entity with appropriate return packaging within the five (5) business day period. Postage must be paid by Contractor, by issuing an appropriate label to the Ordering Entity via e-mail and Contractor will assume the risk of loss in transit. The returned product shall either be replaced with acceptable equipment or supplies, or the Ordering Entity must receive a credit or refund for the purchase price, at the Ordering Entity's discretion.

Nikon Instruments Inc. agrees.

9.6.2 Ordering Entity Error: *Standard stock equipment and supplies ordered in error by Ordering Entities will be returned for credit within fifteen (15) days of receipt, at Ordering Entity's expense. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable.*

Nikon Instruments Inc. agrees.

9.7 Invoicing

DO NOT INVOICE THE IDAHO DIVISION OF PURCHASING.

Contractor will invoice the Ordering Entity. All invoices must list the Entity name; unique identification number assigned by Contractor; Contract number (State of Idaho Master Agreement Number for resulting contract); date ordered; anticipated delivery date; item description, including manufacturer name and model number; list price; discount applied; and net cost to Ordering Entity.

Nikon Instruments Inc. agrees.

9.8 Customer Account Numbers

Contractor must establish unique customer/account identification numbers for use by each individual Ordering Entity. Some Ordering Entities may require (and Contractor will provide) multiple customer/account numbers (e.g. Universities with multiple laboratories).

Nikon Instruments Inc. agrees.



9.9 State Purchasing Card

In order to be considered for award, the successful vendor must accept both VISA and MasterCard Procurement/Purchasing Cards.

Nikon Instruments Inc. accepts both VISA and MasterCard Procurement/Purchasing Cards.

9.10 Training

Contractor must provide training to all Participating Entities upon request (no more than one, one (1) hour training session per Ordering Entity per contract year), at no additional cost to the Participating Entity. Contractor may provide training remotely through videoconferencing, webinars, etc. Training must cover basic use of the website, performing searches, ordering, invoicing, credits, etc.

Nikon Instruments Inc. agrees.

9.11 Records Maintenance and Reporting Requirements

9.11.1 Records maintenance: *Contractor must maintain books, records, documents and other evidence pertaining to this Master Agreement as detailed in Attachment A, Section 25.*

Nikon Instruments Inc. agrees to maintain all pertinent records relating to performance and administration of all orders, payments and fees for a minimum of five years. We also agree to allow any duly authorized agent of a governmental entity, specifically those from the Lead State, a Participating Entity, a Purchasing Entity, or the Federal Government to audit, inspect, examine, copy, and/or transcribe those records et al which are directly pertinent to this Master Agreement or orders placed under it during that time. We agree to reimburse the appropriate party for any overpayments of invoices or underpayment of fees.

9.11.2 Reporting Requirements: *Contractor must provide summary and detailed usage reports as detailed in Attachment A, Section 27 and as required by individual states and Participating Entities.*

Nikon Instruments Inc. will provide summary sales data on a quarterly basis directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool. We will also provide a detailed sales report including 1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing



Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description to by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Nikon Instruments Inc. will also report any sales to employees for personal use and provide an executive summary each quarter detailing which states have Participating Addendum and any states with which we are negotiating for the same.

9.12 Contractor Insurance Requirements

As provided in IPRO document.

Nikon Instruments Inc. will provide Certificates of Insurance to the Lead State as required in Attachment A, Section 17.

Confirm the following, by signature below:

Nikon Instruments Inc. affirmatively states that it agrees to the mandatory (M) requirements in the Scope of Work Sections 9.1 – 9.12.

Authorized Confirming Signature: James Hamlin

Date: 11/30/15



9.13 Customer Service and Support

9.13.1(E): *The State desires a support relationship with a Contractor that will ensure timely delivery, competent technical support for the products, as well as professional and timely response and resolution to any issues. Describe how you will meet these desirables.*

Our products are shipped out of two separate facilities in Louisville, Kentucky and Melville, New York to ensure timely and efficient delivery to our customers. Most orders are shipped out via UPS. Very large orders may go by truck transport. Customers are kept apprised of when an order ships and the method of transport.

Nikon Instruments Inc. has a national network of professional sales teams, with years of experience and training, dedicated to serving the needs of our customers. Each team consists of an account manager, usually a Bioscience Sales Specialist or BSS; a technical specialist, whom we call an Advanced Imaging Specialist or AIS; a high end systems specialist, who is an Advanced Biosystems Specialist or ABS; and an applications specialist, our Senior Biosystems Applications Manager or SBAM. These teams cover every state in the union and the District of Columbia, and they are usually local to their customers. Our sales team will work with Ordering Entities to customize a microscopy system to suit their individual needs and budgets. They are able to respond quickly to customers who have questions or when issues arise; they generally are able to respond by phone within 24 hours and will arrange on-site visits whenever necessary. They generally arrange to be on campus for larger customers on a regular basis.

Working alongside our enhanced Sales Team, we have experts in product and technology who are available to answer questions from both our internal and external stakeholders and to provide advice and assistance in the use of our products.

Nikon Instruments' strength is in its people. Our sales team and technical support personnel are all highly trained professionals, many with PhDs and accolades in science fields from around the globe. Our Research & Development team holds international patents on some of the most innovative products in microscopy. Our customer service and administrative staff are experienced and dedicated to accuracy, compliance, and a positive experience for every customer we serve. The strength of the entire team stands behind every customer and every system Nikon installs. All Nikon team members work together to provide a professional response and resolve any issues which might arise.

9.13.2 (E): *Describe how you will effectively communicate with the State and the Ordering Entities.*

Behind the scenes, we have a dynamic team of Sales Administration people in our national headquarters in New York committed to facilitating a superior purchasing experience to all of our Ordering Entities. Our Sales Administrators are assigned to specific regions, so they become



familiar with repeat accounts and with the territory enabling them to better serve the needs of each of our customers. Victoria Stolz, our Contract Administration Manager, will address any issues that arise at the contractual level, and she is always available to assist and advise on the administration of orders with contractual requirements. There is a regional email address for every region and one for contracts which ensures that any communicate that comes in will be seen within one business day.

9.13.3 (E): *Describe how you will assign staff to support the resulting Contract (i.e. technical staff, customer service representatives and regional/local sales representatives). Identify the locations of staffed offices, including a contact name, address, phone number, and web and/or e-mail address (if available), which will be available on a daily basis to assist Ordering Entities with utilizing any resulting Contract.*

The infrastructure for our personnel is already in place. The local sales team and regional sales administrators for each region will support the resulting contract for all customers in their area. All Sales Administrators are located in our Melville Headquarters, so their address is:

<Sales Administrator Name>

Nikon Instruments Inc.
1300 Walt Whitman Rd.
Melville, NY 11747

Regional Sales Administration contact information is below:

Region	Contact Name	Direct Phone	Email	Fax
Contracts	Victoria Stolz	631-547-8526	niiorderscontracts@nikon.net	631-944-9370
Northwest	Savi Bains	631-547-8594	niiordersnwr@nikon.net	631-944-9374
Southwest	Savi Bains	631-547-8594	niiordersswr@nikon.net	631-944-9371
Midwest	Sandra Serrentino	631-547-4012	niiordersmwr@nikon.net	631-944-9373
South Central	Jeannine Harker	631-547-8714	niiordersscr@nikon.net	631-944-9377
Northeast	Maureen Reddy	631-547-8542	niiordersner@nikon.net	631-944-9382
Mid-Atlantic	Maureen Reddy	631-547-8542	niiordersmar@nikon.net	631-944-9375
Southeast	Theresa Woodhull	631-547-8657	niiordersscer@nikon.net	631-944-9376

9.13.4 (E): *Describe how you will provide ongoing training to your staff assigned to support the resulting Contract as referenced in Section 9.10.*

Nikon Instruments Inc. offers an online Learning Management System for all employees that provides instruction on products, applications, and business processes. Field personnel are required to attend at least two to three formal, face-to-face trainings on equipment and applications annually, with additional supplemental training provided as needed. We also hold



regional sales meetings twice a year, and a national sales meeting every two years, at which field personnel receive additional training on both product and administrative issues.

Office personnel attend monthly meetings where they discuss administrative issues and receive training on any new or changed processes. They also have access to administrative mentors who provide day-to-day support on any questions that may arise, including access to the contract management team for specific contract related questions.

9.13.5 (E): *Describe your invoicing and credit processes and how these meet the requirements of this RFP. Describe the measures you have in place to insure that any billing issues are resolved to the Ordering Entity's and the State's satisfaction in a timely manner.*

When orders come in, they are entered into our CRM and order management systems by a team of dedicated Sales Administrators. All orders identified with the Master Agreement Identifier will be marked as such in our system to ensure accurate processing in accordance with the terms of the Agreement. The Ordering Entity will receive an email informing them that the order has been received and initially processed. The Sales Administrators will work with the Ordering Entity and our Credit Department to verify that an adequate credit line has been established to allow the order to proceed and release.

Each Sales Administrator tracks the orders in their region to ensure timely delivery and accurate pricing. When the order is ready to ship, the Administrator will review it to verify that all is in place and release the order. Invoices are generated by our order management software when the order ships. The invoices will include the Ordering Name, billing address, unique Account Number, Purchase Order number, Contract number, Order Date, Ship Date, detailed item description, list price, discount, and extended price.

If products are returned, the Sales Administrators will process the paperwork for either exchanges or returns and apply the appropriate credits in accordance with Ordering Entity instructions. The same Sales Administrator will follow the order from cradle to grave which guarantees a consistent approach and facilitates accurate processing and timely resolution of any issues that may arise.

9.13.6 (E): *Describe in detail the training which would be offered to Ordering Entities throughout the term of the resulting Contract.*

Every Nikon microscopy system includes complete user training at no additional charge. After an instrument has been purchased, our goal is to provide the new owners with sufficient knowledge to help them become competent users after the first training session is complete. The local Nikon representative will come in after the system has been delivered and do a complete installation. Upon installation, training is provided in three phases, all of which are conducted in the user's laboratory, using their own instrument and when appropriate, their own specimens.



The first phase is an initial “basic training” which can last anywhere from a few hours to several days depending on the complexity of the system and the needs of the system users.

After the users have some time to become more familiar with the instrument they will develop more questions and a second more advanced training will take place. This is intended to answer any questions that may have come up during the initial use of the system and to deepen the user’s understanding and mastery of the system they have acquired. We will also do our best to place them on the road to becoming expert users by the time this advanced session is complete.

The third phase is considered continuing education. This is available as required, and can consist of refresher courses, training for new users, handling new specimen types, etc. Auxiliary and ancillary training sessions and support will be less formal and will be scheduled on an as-needed basis on a mutually agreed upon time and date between the users and their local sales team. There is no limit to these visits to work on optimizing a user’s research goals and operating skills with the microscopy systems. This is a user-driven activity that is available at no charge to all of our customers.

9.13.7 (E): *Describe your experience providing technical services to state or other public entities of varying size and functionality, with regard to supplying lab equipment and supplies, including your experience with laboratory inventory management in various laboratory environments (e.g. University, hospital, veterinary, forensic, etc.).*

Nikon has been providing quality microscopy systems and technical service to educational institutions, research facilities, and Government agencies for over ninety years. In the United States, our first Federal contract was awarded while we were still a division of Nikon, Inc., before our separate incorporation in July of 2000. Nikon Instruments Inc. now works with Federal agencies ranging from the National Institute of Health campus in Bethesda to regional Fish and Wildlife offices, veterinary clinics, and both VA and DoD health centers. We have established a Center of Excellence at the University of Minnesota, an Imaging Center at the University of San Francisco, and have installed educational and clinical microscopes in learning labs at community colleges and hospitals across the country.

Each of these facilities receives the same personal attention and consideration. A local account manager will go in to visit the facility to assess their needs, configure a system which will best suit their unique requirements, and then work with the Lab Director, Researcher, or Purchasing Department to establish the most efficient and fiscally responsible way to facilitate the purchase and advance the work or the mission of the facility.

9.13.8 (E): *Describe how you will meet the requirements of Section 9.2, phone and Internet ordering, as well as the website requirements. Describe how your customer service representatives are qualified/trained to respond to questions regarding the resulting contract; and how you will meet the maximum designated wait time for phone orders. Provide a detailed description of your proposed website and its functionality, which addresses, at a minimum, the*



requirements contained in Section 9.2. Describe how your proposed website will enhance your customer service (e.g. search features; ordering; billing; account updates; customer-specific ordering history; inventory assistance; FAQ's; webinars; trouble-shooting; etc.). Provide sample screen shots of existing websites created for other customers.

Nikon Instruments Inc. has a toll free number which customers can use and also provides a direct number so customers can place and track orders. Our toll free number does not go to an outsourced call center but, instead, comes directly to our headquarters. After two or three automated selections, the call will ring on the desk of one of our trained, professional Sales Administrators. The Administrator who answers will talk to the customer to determine the nature of their question and then route the call to the appropriate specialist. The whole process generally takes far less than three minutes.

We are currently exploring our options with SciQuest to determine what capabilities we will be able to offer through their vendor portal. It is our intent, upon notification of proposed award, to use best commercial effort to maximize the potential of that site to the greatest extent possible given our industry and business model. We already have accounts set up with Ariba and various Federal portals through which we receive purchase orders, submit invoices, and provide specific customer order history; we do not anticipate any difficulties in creating similar functionality for NASPO Participating Entities through SciQuest.

Our primary website allows customers to request information or quotes for each of our products which request is immediately forwarded to their local sales team through our CRM system. The website also includes our toll free number and other contact information. We do not currently maintain specific websites for individual customers; all of the information required to be on the desired website is available through our Sales Administrators. They will have access to a customer's information when a call comes in and will be able to provide a detailed, specific analysis of customer history and purchasing information upon request.

9.14 (E) Sustainability

Provide a comprehensive discussion of your company's corporate and local sustainability practices for the entire scope of Lab Supplies and Equipment offered in your proposal. Your response should include, but not be limited to: efforts to reduce adverse effects on human health and the environment for the entire product lifecycle, including energy, water, safety, delivery, storage, packaging and training. Where practicable, include numeric measures of progress made to meet established sustainability goals, objectives and targets.

Does your company have a recyclable products program (both for equipment and packaging)? Does your company have a program for buybacks or trade-ins or other incentives for obsolete or otherwise unusable items?



Policies regarding Corporate Social Responsibility and Sustainability have been established for the worldwide company by our ultimate parent, Nikon Corporation, in Japan. Nikon Corporate Headquarters in Tokyo has issued a statement expressing our commitment as a company to sustainability. In 2007 Nikon endorsed the ten principles put forth in the UN Global Compact, including concerns with the environment. Our parent company already has an ISO 14001 Certification; they are now working to ensure that more of the group companies under the Nikon umbrella are able to achieve it as well.

As a global corporation, Nikon is committed to reducing greenhouse gas emissions, lessening our carbon footprint, and producing products which are both eco- and human friendly. Nikon has all but eliminated the use of hazardous materials in production and in our products. By the end of March, 2015 almost 100% of all optical glass was lead and arsenic free. All of the solder used in all of our products is also lead-free. They have also reduced the volume of product packaging and switched from non-sustainable packing materials to recyclable materials with less of an environmental impact.

Nikon Corporation is also striving to lessen the environmental impact of the non-manufacturing facilities. Every facility around the world, including the US headquarters, has a CSR liaison who works with the local constituents to enact the corporate philosophies. All Nikon facilities are working to find ways to reduce energy consumption, minimize waste production, and give back to their local communities.

A detailed analysis of our plans and initiatives is available on the Global Website at: <http://www.nikon.com/about/csr/index.htm>

9.15 (E) Local Business Support/MWBE/DBE

NASPO encourages the involvement of local businesses, as well as minority, women-owned and disadvantaged businesses. Describe any programs that your company currently has in place in support of these organizations; and whether and how the resulting contract would or could be incorporated into the program(s).

Nikon Instruments Inc. submits a Small Business Subcontracting Plan and a Small Business Subcontracting Report to the Federal Government every year. On average, approximately 50% of all of our domestic third party purchasing is through small businesses. When our Product Managers evaluate the need for new ancillary products, they try to source these through small businesses in various subcategories whenever possible. Some of our products are so specialized that they can only be acquired from a single source, but that source is frequently a small business. Not all of our vendors self-identify for the subcategories, so it is sometimes difficult to assess specific subcategory participation, but it is Corporate as well as local company policy to promote diversity among employees and vendors through strategic sourcing of materials and



accessories. These purchases are made in support of all of our contracts and all of our customers. Any increase in our demand for these products will increase the volume of products we purchase from local businesses.

9.16 COST

9.16.1(M) Price Lists and Catalogs: *Provide one hard copy and one electronic copy of both your latest Catalog, as well as your currently effective, nationally published Price List. You may comply with the requirement for an electronic version by providing temporary access to a searchable electronic version of your Catalog and Price List.*

Nikon Instruments Inc. will comply. Since we are submitting our bid electronically, we will submit a copy on a flash drive via UPS.

9.16.2 (M): *For Band 1, the State is interested in a full line supplier of laboratory equipment and supplies which can provide its full line to ALL NASPO states. The State reserves the right to reject a Proposal for Band 1 if that Offeror's Price List does not include at least 95% of the items chosen by the State for purposes of proposal evaluation of Band 1.*

Nikon Instruments Inc. is submitting for Band 4 only, so this does not apply.

9.16.3(M): *For Bands 2 – 4, the Offeror must offer a full line of laboratory equipment and/or supplies within the Band for which it provides a response. The State reserves the right to reject a Proposal for any Band for which an Offeror's Price List does not include at least 95% of the items chosen by the State for purposes of evaluating the Band.*

Nikon Instruments Inc. is submitting for Band 4 and will comply.

9.16.4 (ME) Discounts: *Submit discounts from your standard price list for THE ENTIRE SPECTRUM OF ITEMS OFFERED (all items in the catalog(s) and price lists for the Band to which you are responding). The nature of your response must allow the State to apply the discounts offered to the current list prices in order to calculate net price to the State for any items in the current price list. If the manufacturer's product discounts vary by category, include the various product category discounts. You must submit discounts for ALL product codes in your PRICE LIST (or state that there is no discount for an identified product code).*

Nikon Instruments Inc. will comply.

9.16.5(E) Volume Discounts: *Additional volume and other price discount options are invited, which can distinguish between individual order minimum quantities, cumulative volume*



discounts, and other discount terms that may be defined by the Offeror. Extensions of additional discounts are not required but may be evaluated if offered.

Nikon Instruments Inc. acknowledges that volume and other discounts are not required but will be evaluated when offered.

9.16.5.1: Cumulative Ordering Volume Discounts: *Offerors are invited to identify additional percentage discounts if total cumulative ordering volumes (by all Ordering Entities) exceed an amount specified. If the volume of total orders exceeds that amount in any quarter, the offered discount will apply to future orders during the term of the contract.*

Nikon Instruments Inc. will not be offering Cumulative Ordering Volume Discounts.

9.16.5.2: Volume Discount for Minimum Order Quantity: *Offeror is also invited to propose discounts for minimum order quantities. Ordering Entities may consolidate purchases in order to take advantage of any volume discount extended by Contractor for minimum orders, as long as a single delivery location is specified at the discretion of the Ordering Entity.*

Nikon Instruments Inc. will offer Volume Discounts for Minimum Order Quantities when there is a single delivery location identified on the Purchase Order. Please see chart below for specific models and discounts offered:

Brand or Model Name(s)	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%

9.16.6 (E) Additional Discounts: *Indicate where any additional/separate discounts are available, based on large quantity purchases, etc. Additional discounts are not mandatory, but may be evaluated, if offered.*

Nikon Instruments Inc. acknowledges that additional discounts are not mandatory but may be evaluated if offered. Nikon Instruments Inc. may offer additional discounts at the time of quote



for individual systems based on the circumstances and size of the individual sale, but will not commit to a specific discount structure for these additional strategic discounts at this time.

9.16.7 (M) Discounts to Remain Firm or Greater: *The percentage discount from the Contractor's submitted price schedule is not to decrease for all updates or revisions of Contractor's price schedule during the life of the Contract and any subsequent contract renewals; however, Contractor may increase the discount at any time. New items or replacement products are to be discounted at the same (or greater) rate as similar products or replaced items.*

Nikon Instruments Inc. acknowledges that the discount offered is to remain firm for the life of the contract through any price list revisions and that new products which are added will be discounted the same rate as that proposed herein.

9.16.8 (M) Price Negotiation During Contract Term: *Contractor is expected to continuously negotiate with manufacturers to obtain improved discounts and extend improved pricing to Ordering Entities. Contractor must agree to negotiate in good faith to establish ceiling prices or other more favorable Terms and Conditions applicable to future orders during the term of the Contract.*

Nikon Instruments Inc. agrees.

9.16.9 (M) Price Lists and Updates: *After Contract award, Contractor must furnish a "hard copy" and/or an electronic copy (at State's option) of the price list(s) and periodic updates to the Division of Purchasing. Contractor must also furnish "hard copy" and/or electronic copy (Ordering Entity's option) to all Ordering Entities for which account numbers have been established. Contractor must distribute price lists in a timely manner as they become effective. Price lists may be updated no more often than quarterly. Updates must be simultaneous for the entire line of products. All price lists and website access/ordering capabilities must be supplied to the Ordering Entities at no additional cost.*

Nikon Instruments Inc. agrees.

9.16.10 (M) Price List Access: *At any time during the Contract and for a three (3) year period following the end of the Contract, the State reserves the right to request from the Contractor access to and/or a copy of the applicable price list used for the Contract's pricing basis for Contract pricing verification. Failure to provide the requested price list within three (3) business days following the State's request may result in Contract termination.*

Nikon Instruments Inc. agrees.



Section 10 (M) Additional Terms and Conditions

10.1 Additional Manufacturer Discounts

For contract items, the Contractor agrees to allow any particular Ordering Entity to accept additional discounts offered by a Manufacturer for whom the Contractor is a distributor, if those discounts will result in a lower net price to the Ordering Entity. The Contractor agrees to furnish these items under the terms and conditions of the Contract, but at the lower net price as agreed by the Manufacturer and the Ordering Entity.

Nikon Instruments Inc. agrees.

10.2 Price Changes

10.2.1: *Price decreases or discount increases are permitted and encouraged at any time. Price reductions announced by a manufacturer must be applied at the time of the announcement for the products that have not yet been delivered to the Ordering Entities.*

Nikon Instruments Inc. will comply.

10.2.2: *All discounts offered must remain firm or higher during the term of the contract.*

Nikon Instruments Inc. will comply.

10.2.3: *Contractor may request a price increase no more than once per Contract year by submitting a request to the State at least thirty (30) days prior to the end of the then current term. Price increases must be calculated from the published price list, and may only be requested in accordance with changes made by the manufacturer or distributor in their established, nationally distributed price list or published catalog. The State reserves the right to accept or reject any proposed price increase. A price increase will not be effective until approved, in writing, by the State.*

Nikon Instruments Inc. agrees.

10.3 Audit Rights

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

Nikon Instruments Inc. will comply.



10.4 Change in Contractor Representative

The Lead State Procurement Officer, at his/her sole discretion, may require a change in Contractor's Named Representative by giving written notice to Contractor.

Nikon Instruments Inc. will comply.

10.5 Termination

10.5.1 Termination of Contract: *The Contract may be terminated by the State as provided in Attachment G, State's Standard Terms and Conditions, and as may otherwise be provided in this RFP.*

Nikon Instruments Inc. agrees.

10.5.2 Termination of Participating Addendum: *Participating Addendums may be terminated by the Participating Entity for lack of funding, or for failure of the Contractor to perform in accordance with the terms of the Contract and/or the Addendum, and as otherwise designated in the Entity's Participating Addendum. There is no penalty or restriction upon the State, or Ordering Entity, in the event of cancellation due to lack of funding.*

Nikon Instruments Inc. agrees.

10.6 Available Funds

Financial obligations of Ordering Entities are limited to the order(s) placed by the Ordering Entity, as well as on the Entity having available funds. Participating states incur no financial obligations or other liability on behalf of political subdivisions.

Nikon Instruments Inc. agrees.

Confirm the following, by signature below:

Nikon Instruments Inc. _____ affirmatively states that it agrees to the mandatory (M) requirements in Section 10 – Additional Terms and Conditions

Authorized Confirming Signature: James Hamlin

Date: 11/30/15



Section 11 Proposal Evaluation

11.1 Technical Evaluation

11.1.1: *The Technical Proposal will be evaluated and scored by a Proposal Evaluation Committee.*

Nikon Instruments Inc. agrees.

11.1.2: *The scores for the Technical Proposal will be normalized as follows: the Technical Proposal with the highest raw technical score will receive all available Technical Points 500. Other proposals will be assigned a portion of the maximum available Technical Points, using the formula: $500 \times \text{raw score of the technical proposal being evaluated} / \text{highest raw technical score}$.*

Nikon Instruments Inc. acknowledges receipt of the normalizing formula.

11.2 Cost Evaluation

11.2.1: *For purposes of cost evaluation, discounts offered by Offeror pursuant to Section 9.17.4 et seq., above, will be applied to the Offeror's Price List, required by Section 9.17.1.*

The items used for purposes of Cost evaluation will be a representative sample of items purchased by public entities utilizing the current WSCA and NASPO lab equipment and supplies contracts, from the four latest Quarterly Usage Reports received from the current contractors; as well as a representative sample of items commonly procured by public entities for laboratory use.

Nikon Instruments Inc. acknowledges receipt of the cost evaluation process.

11.2.2: *For purposes of proposal evaluation, the State will use a pricing structure based upon the packaging historically purchased. For example, if a majority of a particular item has been purchased by Packages of 12 each, the state will use the price of the Offeror's similar packaging unit (PK of 12 or CS of 12) for purposes of proposal evaluation. Should an Offeror fail to offer a particular item, or equal item, the State reserves the right to use the highest price proposed by another Offeror as a price for the item in order to calculate the Grand Total Price for purposes of proposal evaluation/price comparison.*

Failure by an Offeror to indicate a discount percentage for an item in the Offeror's catalog or price list may be cause for rejection of the Offeror's offer or may be cause for the State to evaluate the item at the current catalog list price.



Note: If the Offeror is not an authorized distributor for a particular item chosen for purposes of proposal evaluation, an "equal" product line may be chosen by the State for evaluation. Otherwise, the specified product line must be available. It is not the intent of this paragraph to allow a vendor to offer an "equal" item or product line if the item or product line chosen for evaluation is available.

ITEMS to be evaluated for Band 1 may include but are not limited to:

Chemicals, Acids, Alcohols, Solvents, Reagents, pH Supplies & Solutions, Clothing / Protective Equipment, Eye Protection, Gloves & Lab Apparel, Membrane Filters, Filters, Analyzers, Balances & Weighing equipment, Waterbaths, Cabinets, Incubators, Circulators, Burners, Centrifuges, Evaporators, Glassware products, Bottles, Vials, Microscope Slides, Pipettes & Pipette Tips, Cylinders, Hot Plates & Stirrers, Microscopes, pH Selective Ion Apparatus, Power Supplies, Refractometers, Shakers, Spectrophotometers, Thermometers, Water Purification Equipment, Bags, Cleaning Supplies, Corks, Filtration Products, Frame Rods, Clamps & Clamping Systems, Labeling Tape, Labels & Dispensers, Glass & Plastic Petri Dishes, Plasticware, Rubber Stoppers, Sterilizers, Tubing, Brand Name Equivalent Products, Laboratory Media, Test Kits, BBL and DIFCO products as well as parts and accessories for the above equipment.

ITEMS to be evaluated for Bands 2 – 4 may include any items within the Band being evaluated, which are utilized by public entities for laboratory use (subject to the unit price limit of \$75,000).

Nikon Instruments Inc. acknowledges receipt of the cost evaluation procedure.

11.2.3: *The Offeror with the lowest Total Cost (for a Band), based on the sum of the Representative Sample of Items evaluated for that Band, will receive all 500 Cost Points for that Band. Other Offerors within the same Band will receive a portion of the Total Cost Points based on the following formula: $\text{Lowest Total Cost for Band \#} / \text{Other Offeror Total Cost for Band \#} \times 500$.*

Nikon Instruments Inc. acknowledges receipt of the cost evaluation formula.

11.2.4: *Once the Cost Points are calculated for each Band, the points will be totaled with the Technical Points, and the Proposals will be ranked by Total Points, by Band.*

Nikon Instruments Inc. acknowledges receipt of the scoring procedure.

11.3 Award

Award will be made to the high point responsive responsible Offeror(s), by Band (1 – 4), in accordance with the Evaluation Method described above. The State may make multiple awards



for each Band, at its discretion; and may choose not to award one or more Bands, in the best interest of the State. Bands 2 – 4 may also be awarded by region. If multiple awards are made, Idaho state agencies will utilize the contracts in accordance with Idaho Code (I.C.) 67-5718A.

Nikon Instruments Inc. acknowledges receipt of the award procedure.

EVALUATION CRITERIA

All responsive Proposals will be evaluated by a committee composed of representatives of the State and other NASPO states, using a point method of award using predetermined criteria for each ME and E item identified above. Once all responsive proposals have been evaluated and scored, by Band, the sealed Cost Proposals will be opened and scored, as detailed below. Some items will be weighted and may receive more points than other evaluated items in the same section. The detailed weighting information will not be made available until the evaluation process has been completed.

The maximum points for each evaluation category are:

7.1/7.2	Experience and References	75
8.2	Qualifications of Personnel	75
9.13	Customer Service and Support	300
9.14	Sustainability	25
9.15	Local Business Support	25
9.16	Cost	<u>500</u>
TOTAL POINTS		1,000

Nikon Instruments Inc. acknowledges receipt of the Evaluation Criteria.

ATTACHEMENT G: PUBLIC AGENCY CLAUSE

RFP16000231 Laboratory Equipment and Supplies

Prices offered in this RFP must be made available to other "Public Agencies", including agencies of the State of Idaho, and as defined in Section 67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this State including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho. It will be the responsibility of the "Public Agency" to independently contract with the Offeror and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities routinely buy from Statewide Master Contracts established by the Division of Purchasing.

Please indicate if you accept this Public Agency Clause AND return this completed form with your Proposal Response. Failure to accept this provision will result in a finding that your Proposal is non-responsive.

YES X

NO

Name of Offeror: Nikon Instruments Inc.

Nikon's agile product base and modular product list allows us to configure systems to meet both the needs and the budget of any laboratory or research facility.

Nikon offers a broad array of imaging systems for educational, clinical, and advanced research applications. Our systems include basic teaching microscopes for the undergraduate classroom, pathology microscopes for the clinical setting, and advanced imaging systems including confocals, multi-photons, and cutting-edge super-resolution systems for the advanced research lab. From the first Nikon microscope, released in 1925 (the JOICO microscope), Nikon imaging systems have been helping to change the landscape of the biomedical world. The first test tube babies in the US and the UK were conceived with the help of a Nikon Diaphot inverted microscope. Dolly the sheep was also cloned with the help of a similar Nikon model. With the development of advanced imaging modalities such as super-resolution and multiphoton, Nikon systems are currently in use at the cutting edge of research. Nikon systems are used to determine brain circuitry at the single molecule level, to generate a physiological atlas of neural activity in the mouse visual system through intravital imaging, and to find therapeutic targets and treatments by screening and analyzing patient-derived induced pluripotent stem cells.



Figure 1. Dolly the sheep. Dolly was cloned in 1996 by Ian Wilmut, Keith Campbell, and their colleagues at the Roslin Institute at the University of Edinburgh in Scotland. (Dolly (Sheep). (2015, October). Wikipedia retrieved from [https://en.wikipedia.org/wiki/Dolly_\(sheep\)\)](https://en.wikipedia.org/wiki/Dolly_(sheep))).

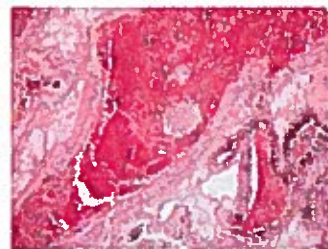
The Nikon family of products is designed for both exceptional functionality and ease of use. The ergonomic design of Nikon's upright microscopes evolved from Nikon's earlier microscopes and culminated in products that enable routine analysis with more comfort, higher quality images, and greater configuration flexibility than ever before. All upright models are available with a tilting, telescoping head, and optional eyelevel risers for height adjustment. They include Nikon's patented in-line focusing where the stage handle and focus controls are positioned for maximum ergonomics. This enables a user to sit square and straight during operation with wrists resting on the countertop, allowing the user to maintain a more natural posture for additional comfort and fatigue-free operation. This exclusive combination of tilting, telescoping head; height adjustments; and in-line focusing allows the microscope to fit the user rather than forcing the user to fit the microscope. The Ci and Ni series of

microscopes include a capture button integrated into the base, low and to the front of the scope. When used with a Nikon Digital Sight Camera System, the capture button allows the user to easily capture high-resolution digital images without ever removing their eyes or their hands from the microscope.

Core Microscopes and Accessories

The Nikon Eclipse Ci upright microscope is designed with clinical laboratory applications in mind. The Ci-S is the base model with the same ergonomic and optic features as the other models, but with a traditional halogen light source and a built-in NCB11 filter. The Ci-L and Ci-E boast LED illumination. LED illumination has virtually no IR in its spectrum, reducing or eliminating eye fatigue. LED illumination generates no heat. The LED lamps are warranted for five years but are designed to last for over 60,000 hours. The Ci-E is an automated microscope, allowing for motorized switching of objective lens, condenser, and light intensity so the user can concentrate on the specimen without being distracted.

Figure 2. Enhanced LED Eco-Illumination Provides Brighter, Clearer Images. The Ci-



L and Ci-E incorporate a high-intensity LED optical system that is IR-free, significantly minimizing eyestrain for users spending long hours at the microscope. LED illumination also offers very low power consumption and heat generation and eliminates color temperature changes that occur with halogen light sources. A variety of microscopy techniques are supported, including darkfield, simple polarizing, and sensitive color polarizing for gout testing and phase contrast.

For work that requires a more advanced or more expandable system, Nikon offers the Ni Series. Nikon's proprietary stratum structure, used and highly acclaimed for inverted research microscopes, is now incorporated in both versions of the Ni upright microscope, allowing a wide variety of components to be installed. The Ni-E is a motorized model primarily used in research applications. The Ni-U is a manual version with some motorized components available. It can be utilized for both research and clinical applications, particularly when a laboratory is looking for a system that has the durability and expandability to be a cornerstone of the lab for years to come.

The Ci-L/DS Fi2-L3 configuration is a dynamic, affordable, digital pathology image consulting system that lets a user share live images through a network browser without the need for software that could compromise the integrity of the network.

Available in two models and dozens of combinations, the Ni Series offers improved system speed, increased flexibility and efficient multi-mode microscopy as part of a fully-integrated microscope system that is ideal for routine and high-end research.



Figure 3. Controls are conveniently located on the front of the microscope base. Selected observation conditions can be designated to individual buttons, enabling changes to be made at the push of a button. This is particularly convenient when reproducing specific observation conditions.

The Eclipse Ni-E, Nikon's top-of-the-line motorized upright microscope, was developed to meet the increasing demands for sophistication and automation of research. The Ni-E boasts flexible system expandability and supports a broad range of advanced research applications. Taking advantage of its stratum structure, the Ni-E can easily be equipped with various photostimulation devices for optogenetics experiments and further combined with confocal or multiphoton imaging modalities for custom applications. Ni-E has expanded application possibilities to provide the perfect solution for all advanced bioscience and medical research, through Nikon's proprietary stratum structure, exchangeable focusing mechanisms from focusing stage to focusing nosepiece, a diverse array of motorized accessories, and automatically changing observation conditions.

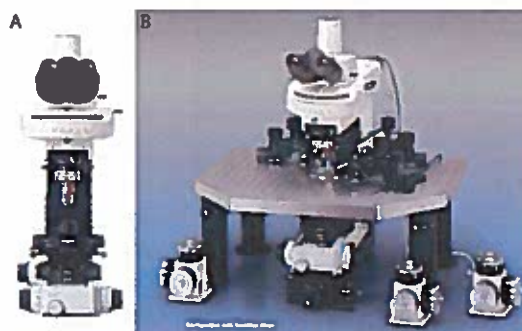


Figure 4. High-precision Z-focus provides accurate Z-position information required for use with confocal laser microscopes and supports automated Z-series acquisition. Individual coarse and fine focus knobs enhance ease of operation.

With its streamlined body, the FN-1 is the ideal platform for all your electrophysiology needs.

The Nikon FN1 upright microscope has been specifically developed for electrophysiological research. It features enhanced operability in every aspect to facilitate experiments. Advantages offered by the FN1 include slim body, streamlined structure, improved electrode placement, long working distance, and greater noise reduction. The Eclipse FN1 has an I-shaped slim line designed body. This is advantageous because it maximizes the space for equipment surrounding the microscope. The FN1 is a fixed stage system which allows the tissue to be kept fully stable and functional while imaging is occurring.

Figure 5. I-shaped slim line design provides maximum clearance to incorporate electrophysiology equipment.



The FN1 comes with a 2-position sliding nosepiece allowing for a low magnification objective for sample localization and a higher magnification objective for detail work (Figure 7). Parfocality and parcentricity adjustments can be made on the double slider nosepiece to achieve perfect specimen alignment between magnifications. Objectives can be easily raised 15mm when switching magnifications to protect both the sample and chambers. By inserting up to four 10mm spacers between the body and the arm, a researcher can raise the microscope height 10-40mm. This facilitates large specimen observation. Moreover, the condenser, sub-stage and turret can be removed entirely from the microscope to allow for more free space, depending on the purpose of the experiments.

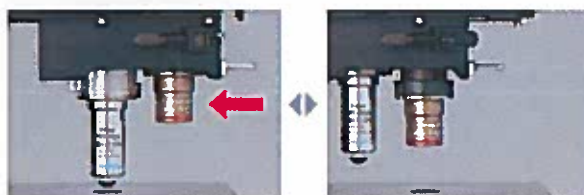


Figure 6. The FN-1 microscope's two position nosepiece provides easy switching between low magnification and high magnification imaging to enhance your neurobiology imaging experiments.

The award-winning Nikon PFS system automatically and continuously corrects focus drift, in real-time, to ensure the success of your live-cell imaging experiments.

The inverted Ti microscope series offers expanded flexibility, advanced motorization and tools for customizing the imaging system to meet advanced research needs, ranging from basic live-cell imaging to confocal, super-resolution, and high-content imaging.

As with the Ni series, the Ti series also utilize a proprietary stratum structure that takes advantage of infinity optics to enable flexible stacking of multiple components in the infinity space. For example, users can stack multiple filter turrets or wheels and even custom optical components in the infinity space. Simultaneous incorporation of laser tweezers and photo-stimulation units becomes extremely simple to implement. Taking advantage of this stratum structure, the microscope can even be configured with five different illumination modules (e.g. multiple TIRF illuminators, Epi-FI illuminator, FRAP device, photoconversion device, etc.). This stratum structure provides the ultimate flexibility in microscope design and enables easy customization as well as upgrades to existing stands to meet evolving experimental needs.



Figure 7. Proprietary stratum structure of Nikon's Ti inverted research microscope enables easy incorporation of multiple imaging modalities and offers unprecedented flexibility to customize the imaging platform.

In addition to its flexible structure, the Ti-E can be configured with Nikon's award winning auto-focusing device, the Perfect Focus System™ (PFS). Thermal changes and mechanical disturbances inevitably lead to focus drift during time-lapse imaging and can be one of the biggest challenges in live-cell imaging. Nikon's PFS provides real time focus correction to overcome drift. The PFS system is seamlessly integrated into the microscope nosepiece, leaving the valuable infinity space stratum structure fully accessible to other optical components. One-touch operation engages the system, which runs autonomously without user input to continuously correct Z drift. Even with high magnification, high NA objectives and zooming, your images are always in sharp focus. Now in its third generation, Nikon's PFS3 continues to deliver unrivalled performance in auto-drift correction.

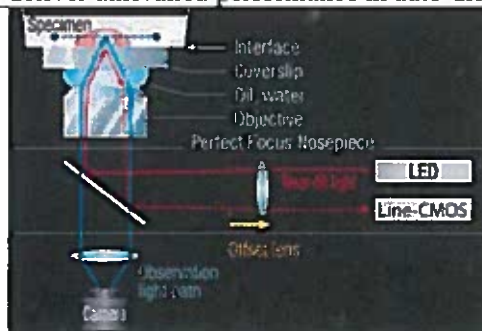
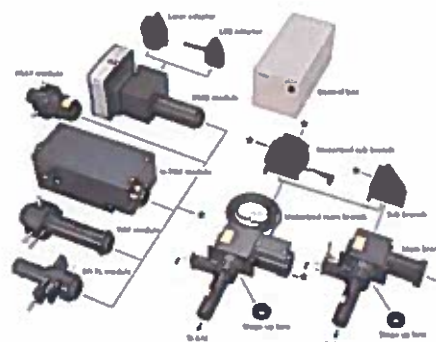


Figure 8. Schematic of Nikon's Perfect Focus System. The PFS employs an IR LED, an offset lens and detector to maintain perfect focus at the focal plane of interest. When engaged, the PFS continuously maintains focus in real-time. Moreover, when the PFS is not in use, the optical component of the PFS can be simply retracted from the optical path.

Nikon's modular Ti-LAPP illumination devices combined with the flexible laser combiner LU-NV provides the ultimate tools for customizing your imaging system.

Taking advantage of the flexible stratum structure of the Nikon Ti series, these inverted microscopes can be equipped with the **Ti-LAPP series of illumination devices**. The Ti-LAPP system is a series of modular illumination devices that can be easily mixed and matched and flexibly combined onto a single microscope platform to create a custom imaging system. This modular concept is unique to Nikon. The series includes a wide range of illumination modules including a fully automated TIRF, manual TIRF, N-STORM, FRAP device, DMD device for photostimulation, and Epi-fluorescence.

Figure 9. The modular illumination devices of the Ti-LAPP series can be easily mixed and matched to accommodate custom imaging needs.



Utilizing Nikon's stratum structure of the Ti microscope, up to five different illumination modules can be incorporated, providing the ultimate in experimental flexibility. In addition, multiples of the same module (e.g. 3 TIRF modules) can be combined. With multiple TIRF illuminators, users can easily adjust TIRF angles independently for different wavelengths for simultaneous or extremely fast, multi-angle TIRF experiments. LAPPs can also be combined with Nikon's super-resolution illuminators and confocals to provide an even wider range of imaging capabilities.



Figure 10. Nikon's patented complex monolithic optic lies at the heart of the LUN series of laser combiners, providing permanent ?

Complementing the multi-modal applications enabled by the Ti-LAPP series is Nikon's **LU-NV laser combiner** which represents a breakthrough in microscope laser technology. This solid state laser system uses a patented complex monolithic optical combiner for permanent alignment and requires no maintenance/calibration. Prisms are utilized instead of traditional mirrors to combine the beams and these are permanently fused in place during manufacture



to ensure permanent alignment. The LU-NV laser combiner system accommodates up to eight laser lines and five fiber outputs, making this combiner one of the most flexible units on the market. With eight lasers and five output fibers, users can easily accommodate multiple laser-based applications with a single laser combiner. For example, a single microscope can be outfitted with a spinning disk confocal, multiple TIRF illuminators, a FRAP device, N-STORM and N-SIM super-resolution systems, all connected to a single LU-NV unit. This system's capability to easily combine multiple imaging modalities enables creative and custom experiment design (e.g. correlative confocal and super-resolution imaging) and also provides an easy upgrade path for when experimental needs change.

Nikon Instruments provides a wide range of **stereomicroscopes**, from basic dissection microscopes to fully automated imaging systems. Basic stereomicroscopes are designed to be ergonomic and provide clear images with bright and even illumination across the field of view. Nikon optics ensure crisp, flat, chromatically corrected images. The advanced models, SMZ18 and SMZ25 can be configured to provide exceptionally high-resolution fluorescence images. Acquisition can be fully automated to enable multi-color, 3D imaging over time. These advanced stereomicroscopes seamlessly bridge the gap between simple dissection/screening microscopes and more advanced imaging microscopes. Applications that traditionally required both a dissection microscope and an advanced research microscope can now be accommodated with one imaging system, an advanced Nikon stereomicroscope such as the SMZ18 or SMZ25.

The depth and breadth of Nikon's versatile camera and controller lineup allows a user to build the optimal microscopic digital imaging system for any biomedical application from documentation to advanced image processing and analysis.

Nikon Corp has a long history of excellence in photographic equipment. Their digital and film cameras are still a favorite of many amateur and professional photographers alike. Nikon has turned that same expertise to cameras for microscopy. The **Digital Sight Series**, or **DS**, includes a variety of cameras and controllers to allow researchers and sales representatives to configure a system that is most appropriate for each end user's goals, specimens, and applications.

The two most recently introduced cameras are two high resolution, 16.25 megapixel, CMOS cameras. Both come equipped with an FX-format CMOS sensor which delivers a large field of view, fast frame rate, low noise, and high resolution. The **DS-Ri2** is a high definition color camera. It is capable of reproducing color images exactly as seen by the eye through the microscope. The **DS-Qi2** is a monochrome camera ideal for measuring intensity in fluorescence, and is uniquely suited for fluorescent time-lapse imaging.

Nikon also offers three compact color digital, or CCD, cameras for microscopy. The **DS-Fi2** is frequently used in clinical and educational applications. The **Fi2** is a 5 megapixel color camera with a high-speed

The DS-Fi2-L3 is a stand-alone system that's network addressable through firmware. This lets a user easily capture and share images without the need for an external computer or software that could compromise existing networks.

frame rate of 21 fps. It can be used for a variety of applications including brightfield, phase, and DIC. The **DS-Fi1c** is a 5 megapixel color CCD capable of cooling to -20°C. Because of its versatility, the Fi1c has applications in research as well as clinical fields. It works well for a variety of illumination techniques; its cooling ability allows it to be used to capture high contrast images using long exposure times with limited thermal background noise. The **DS-Vi1** is equipped with a 2.0-megapixel color CCD. SXGA live motion images can be displayed with a high speed of 15 fps (maximum 27 fps). Focusing is performed easily with high sensitivity and a wide dynamic range to obtain clear and sharp images.

All of Nikon's cameras can be used with NIS-Elements; Nikon's imaging software platform for microscopy. All of Nikon's cameras provide true natural color and exceptional depth of field. NIS-Elements is an intuitive yet powerful software solution that can provide end users with the ability to perform standard image analysis routines such as automated counting, morphology detection, intensity over time, ratio analysis, colocalization, 2D/ 3D tracking and more.

Nikon's **DS L3 Display Controller** is the ultimate in imaging system flexibility. The core of the system is an 8.4-inch high resolution, stand alone, color, touch-screen controller. The L3 acts as a local display screen for the microscope image, as a camera and microscope controller, and as a platform for conferences or tumor boards. Its DVI port can output to overhead projectors or large flat screens in conference room settings. Live images can be shared through a network browser without the need for software that could compromise the integrity of a network.

The L3 controller incorporates an Ethernet port which, when configured to the local area network, will allow capture to the server or live image sharing and easy remote case consultation over either an internal network or the internet. It can be programmed to be password protected or to allow access only to specific IP addresses. The L3 can be tied into a PC using either NIS-Elements freeware or more advanced image analysis software: NIS-Elements D, NIS-Elements BR, or NIS-Elements AR. Whole slide scanning is possible with the correct selection of microscope hardware and imaging software.

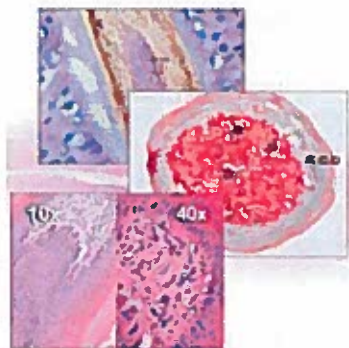


Figure 11. Images captured by the L3 using an Fi2 camera. When viewing a live image, using the touchscreen or a mouse, the image can be easily saved, projected, shared over a network, and analyzed. The firmware within the device includes a wide range of tools for annotation, drawing, and calibrated measurements. The annotations include such things as scales, consecutive numbered points, and text capability.

For a simpler, PC based controller, Nikon offers the DS-U3 control unit. The U3 offers high speed information transmission. All functions are controlled through a PC making it adaptable to a wide range of applications. When integrated with NIS-Elements, the U3 enables the control of motorized microscope components including allowing for automatic detection of objective magnification.

Systems Solutions for Advanced Imaging Applications

Nikon's High Content Imaging system enables users to easily create custom acquisition and analysis workflows for intelligent, large-scale imaging experiments.

The high content (HC) system from Nikon Instruments combines the flexible Ti inverted microscope with ultra-high-speed devices and NIS-Elements HC software for high content screening of multi-well plates. Leveraging the modularity of the Ti platform, there are many combinations of hardware that can be integrated such as: field-scanning confocals, PFS, high-speed XYZ stages, , synchronized light sources and triggered excitation and emission filter switching for fast multi-color imaging. Unlike many of the commercially available high content screening systems which are enclosed inside a box, Nikon's HC system is based on an open platform and can therefore be easily customized with specific detectors, light sources, stages, etc. as well as imaging modalities of your choice. Furthermore, with Nikon's HC software, users can create custom, conditional/intelligent acquisition workflows where the software automatically analyzes acquired images in real time and dictates the next course of image acquisition based on the results. These types of intelligent workflow routines become extremely useful when performing large scale high content imaging experiments since they can reduce the amount of un-meaningful data collection..



Figure 12. NIS-Elements High Content Software Package. Complete microscope automation and the ability to save entire acquisition/analysis "Jobs" and subsequently reuse them allows researchers to easily and quickly go from the discovery phase of their project to a full-scale screening phase.

Advanced tools within the NIS-Elements HC software package include well- plate acquisition workflow, well-plate visualization, standard and custom image analysis routines, heat-mapping, sample labeling, graphing, data management and filtering, and exporting functions. Live cell screening and fixed cell screening are made possible by easy-to-use set up of experiments, fast acquisition, and image analysis which can be performed during or after the images have been acquired. As an essential part of the HC software package, Nikon's General Analysis module

makes it possible for researchers to create their own custom image analysis routines.



Figure 13. Perfect Synergy.



Built on an Eclipse Ti inverted microscope with Perfect Focus, Nikon's High Content Microscope System provides a dedicated interface for acquisition and image analysis routines. Interchangeable options for high-speed piezo-based 3D imaging, plate handling, light sources, fast wavelength switching as well as the full range of NIS-Elements supported camera models are offered to extend the imaging possibilities and experimental assay design options.

All projects and jobs are organized around a centralized database which can be filtered to sort data and export only relevant fields and results. This streamlined data management system can be automatically saved onto a networked centralized server. The ultimate advantage is that customers can start with a basic HC system and upgrade the hardware as necessary or as new technologies emerge and enter the marketplace. As applications and use of the system evolve, the same NIS-Elements HC platform serves as a consistent interface for the transition of newly acquired hardware. The entire system costs less than most "microscope-in-a-box" solutions. In addition, NIS-Elements HC functionality can be retrofit onto an existing Nikon microscope and NIS-Elements platform.

Figure 13. Nikon's High Content system provides advanced software tools for designing custom analysis methods as well as a variety of visualization tools for viewing large-scale data.

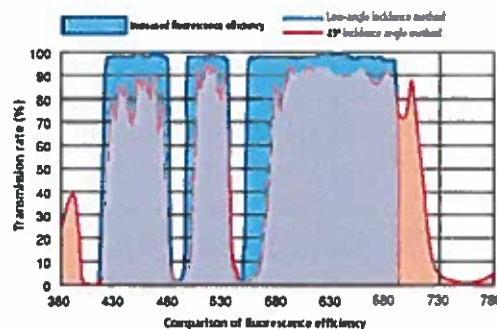
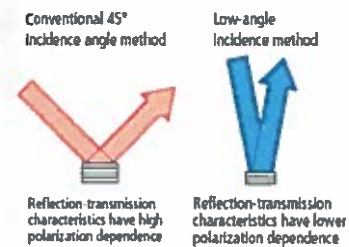


The Nikon A1R confocal microscope has a number of unique features distinguishing it from instruments offered by competitors. While each of these features, in and of themselves, are significant and reason enough to choose A1R, taken together, they create an extremely versatile, turn-key confocal imaging system.

One groundbreaking feature that places the A1R in a class by itself is the dual scanning system built into the scan head. The A1R comes equipped with both a high resolution galvanometer scanner and a high speed resonance scanner. The galvanometer scanner scans a single illumination point over the image field as fast as 8 frames/sec (fps) for a 512x512 pixel field and can be used to acquire high spatial resolution images at up to 4096x4096 pixels. The resonance scanner can be used to acquire high temporally resolved images at up to 30 fps at 512x512 pixels resolution or 420 fps in band scan acquisition mode at 512x32 pixels resolution. Resonance scanning has important advantages in addition to speed. The dramatically shortened exposure time significantly limits photo bleaching and the effects of phototoxicity on live specimens. Nikon's unique combination of resonance and galvanometer scanners enables users to deliver visible light for photoactivation while images are simultaneously acquired at up to 30 fps using the resonance scanner. There is no other confocal system on the market currently available that can be used for simultaneous photostimulation or optogenetics and high speed data acquisition in a mode that minimizes photo bleaching and phototoxicity.

Figure 14. Primary Dichroics.

The fully-automated A1 offers an exclusive low-angle incidence dichroic mirror realizing 30% increase of fluorescence efficiency. Additionally, brighter images are obtained with the industry's first continuously variable hexagonal pinhole, which replaces the standard four-sided aperture.



Nikon developed the GaAsP multi-detector unit equipped with two GaAsP PMTs and two normal PMTs. When using resonant scanners, the GaAsP PMT enables low-noise, high-speed imaging.

Ultra Sensitive and Versatile Detection

The A1 confocal offers several modes of detection that can be combined in many ways for a flexible and moldable imaging system. Nikon's DUG GaAsP descanned detector can be coupled with any of our A1 offerings. This detector offers four channels of simultaneous confocal detection and can be configured to fit any experiment utilizing its 18 individual filter positions. In addition, Nikon offers a 32-channel spectral detector with several different modes of operation. This detector has variable spectral resolution and can be tuned to any experiment in which overlapping probes or auto-fluorescence may need to be distinguished from one another. This detector can also be used in "Virtual Filter" mode in which the 32 channels can be flexibly combined to create tunable, multi-channel acquisitions. For our class leading multi-photon system, the A1R-MP, Nikon offers 4 channel Non-descanned detectors for both transmitted and reflected fluorescence signals. These highly sensitive detectors can be configured with either multi-alkali PMTs or low-noise GaAsP detectors allowing them to be chosen to suit one's specific experimental needs.

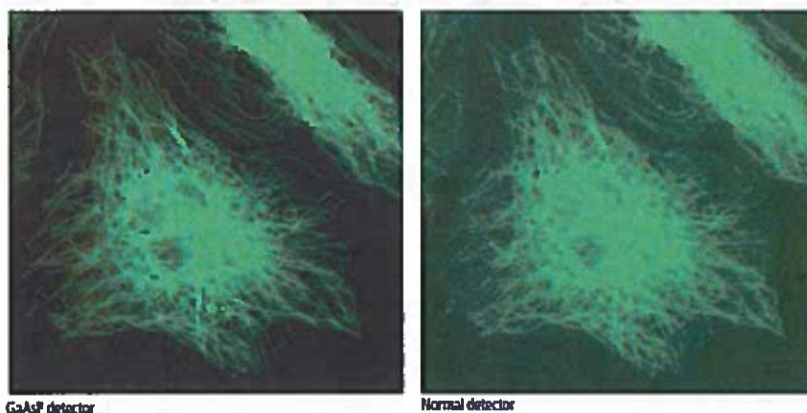


Figure 15. GaAsP Multi-Detector Unit. GaAsP PMT realizes higher sensitivity than normal PMT, thus offering high quantum efficiency up to 45%. *Quantum efficiency indicates logarithm.

Class Leading Excitation Flexibility

With the recent introduction of the LUN-V to Nikon's laser lineup, our confocal systems benefit from excitation flexibility that has not previously existed. These laser units can be configured with up to eight different laser lines with varying output powers as well as up to five individual output fibers. This laser unit enables Nikon to create near infinite flexibility in offering upgradable combination systems using a single laser unit. This might include combinations with photostimulation devices, high-speed TIRF and even Nikon's super resolution microscope systems.

Nikon's A1 Confocal system reduces the number of service calls by developing the LUNV laser launch that never needs alignment, saving the users from losing valuable research hours and the facility from spending additional funds.

Infrared Laser Auto Alignment

For our multi-photon system, the A1R-MP, Nikon has also made great advances in infrared beam containment and beam introduction. The entire beam path between the laser aperture and the specimen is fully enclosed in an opaque and non-reflective housing. Part of this enclosure includes a Nikon developed Incident Optical Unit (IOU). The IOU houses beam introduction periscopes, the AOM that is used to modulate the ultrafast laser beam, beam expansion optics that maximize the filling of the objective lens pupil, and auto alignment optics and electronics. The objective lens pupil must be optimally filled to maximize both two photon absorption and resolution, particularly in the axial direction. The purpose of the auto alignment function is to eliminate the inevitable drift in beam pointing as the wavelength of the ultrafast laser is changed. It also eliminates drift from other sources including temperature instability in the imaging suite. Once installed, an undisturbed A1R-MP will never have to be realigned.

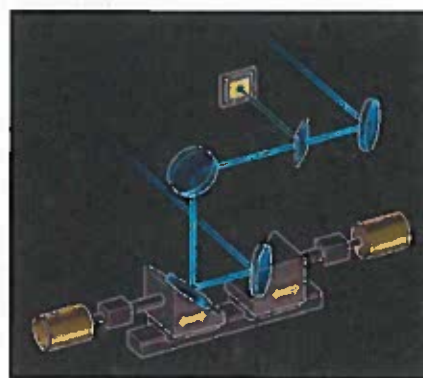


Figure 16. The IOU allows SAFE and EASY user control and adjustment for beam focus and position. The IOU tackles the following issues: it allows for safe free space coupling of IR laser to IR port on A1 scan head, laser power modulation via AOM, automated centering of IR beam, automated focusing of IR beam, and it is programmable per objective.

IR-Laser Precompensation

The A1R-MP is equipped with precompensated ultrafast (femtosecond) lasers from either Coherent or Spectra-Physics. Precompensation reverses the effects of group velocity dispersion on the laser pulse which restores it to the same ultrafast (femtosecond) pulse width at the specimen that it had when it emerged from the laser head. Specific laser models have been developed for Nikon that match precompensation to the expected dispersion induced through the beam optics, microscope, and objective lenses. Precompensation is done automatically with no need for user adjustment after the system is installed.

The A1R-MP can be used as a traditional confocal microscope when equipped with a continuous wave visible light laser unit with all of the advantages of the A1R preserved intact. These include the advantages of simultaneous photostimulation and image acquisition, resonance scanned

imaging for increased acquisition speed and reduced photo damage, and Nikon's unique Si spectral detector.

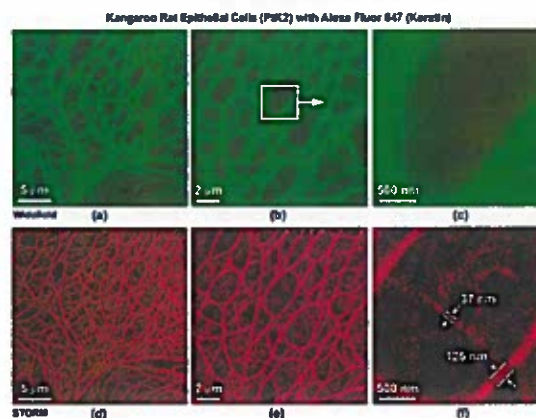
Software is equally important as hardware and the A1 family operates using the same NIS-Elements software that operates all other Nikon imaging systems. This software includes not only acquisition drivers, but also a complete analysis package including but not limited to, volumetric acquisition and measurement, time series acquisition and analysis including ratio fluorescence, and spectral acquisition and analysis.

Super Resolution Research Systems

N-STORM is Nikon's powerful fully-automated Super Resolution imaging system. It is capable of two and three-dimensional Stochastic Optical Reconstruction Microscopy (STORM) in up to three colors. With a lateral resolution of approximately 20nm and axial resolution of approximately 50nm, N-STORM provides a ten-fold improvement over the diffraction limit of conventional microscopy methods to achieve molecular scale imaging. The Nikon N-STORM system has been designed with technological innovations and modularity that provide excellent performance and unmatched flexibility. The system configured herein will also be equipped with a separate detector for TIRF and widefield imaging, all of which will be operated within NIS-Elements software.

Rapid, reliable and accurate STORM data rendering is possible via the live Gaussian fitting preview mode, which streamlines and improves data acquisition and ease of use for all users.

Figure 17. Comparison of images Widefield and STORM. The N-STORM system is built on the industry leading Ti-E inverted microscope with Perfect focus system. STORM data can be captured using several methods, including both continuous activation and activator-reporter dye-pair STORM in both 2D and 3D. Three channel cSTORM acquisition is possible with automatic drift and chromatic shift correction, and axial drift is eliminated by the perfect focus system.



The Nikon N-STORM super-resolution microscope system combines "STochastic Optical Reconstruction Microscopy" technology, licensed from Harvard University with Nikon's Eclipse Ti inverted research microscope. N-STORM reconstructs high resolution fluorescence images (2D or 3D) from localization information of fluorophores detected with

high accuracy and calculated from multiple exposures. Because of this, the technique generates much more detailed information and goes from producing an understanding of mere structural data to a nearly molecular understanding of the specimen. N-STORM differs from conventional fluorescence microscopy in that it does not observe all the fluorescently labeled molecules in the sample at the same time, but activates only a very low percentage at any one given time. Repeating this process and acquiring multiple frames at a maximum rate of 100 frames per second allows statistical localization of molecules to produce a final super-resolution image.

N-SIM is a powerful Super Resolution imaging system based on Nikon's Ti-E inverted microscope technology. It is capable of multi-spectral two and three-dimensional nanoscopy. With lateral resolution of approximately 85nm - 110nm and axial resolution of approximately 300nm, N-SIM extends the role of the optical microscope to a level nearing molecular resolution. N-SIM has been designed with groundbreaking new technological innovations to provide unprecedented system quality and flexibility.

The N-SIM system utilizes a proprietary "stage-up" system to introduce a second optical path to the system, which allows widefield imaging to be maintained.

The Nikon N-SIM super-resolution microscope system combines "Structured Illumination Microscopy" technology, licensed from The University of California San Francisco, and Nikon's Ti-E PFS inverted research microscope. N-SIM reconstructs super-resolution fluorescence images (2D, TIRF or 3D) from Structured Illumination information of fluorophores detected with high accuracy. With this technique, N-SIM nearly doubles the resolution of conventional optical microscopes. N-SIM differs from conventional fluorescence microscopy in that it illuminates the specimen with a striped illumination in multiple angles and reconstructs the image with twice the resolution of conventional microscopes.

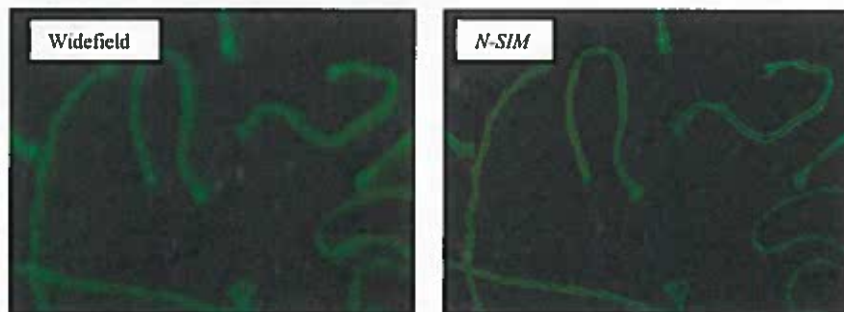


Figure 18. Structured illumination imaging reveals homologous chromosome pairs that cannot be resolved with conventional widefield fluorescence or confocal. Source: Mouse spermatocytes.

The BioStation IM configuration is a dynamic, affordable, digital imaging system that allows users to record their live cell's activity.

The Nikon standard hardware configuration makes N-SIM extremely multi-user friendly. It is an ideal instrument for the “core” style laboratory. N-SIM technology utilizes the world renowned Nikon Ti-E inverted microscope and can be combined with STORM and/or the A1R confocal system to provide easily adapted multi-mode imaging capability.

Nikon offers two versions of the **Biostation**. The **BioStation IM** (IMager) is a bench-top, personalized, automated, live-cell imaging instrument. All microscope and camera operations are software driven using an intuitive guided user interface (GUI). Integration of environmental controls, microscope, and cooled monochrome CCD camera allow for easy installation and maintenance of the instrument. Acquisition of phase contrast and two channels of fluorescence is possible. The use of a cell friendly LED for phase illumination protects the cells and ultimately improves cell viability during the imaging experiment as compared with other brightfield illumination systems. BioStation IM has a small footprint and does not require placement in a dark room for fluorescence imaging. The magnification range, automated image stitching feature, and fast twelve frames per second imaging mode facilitates identifying and studying cellular behavior of single cells, larger cell colony structures, and rapid dynamic changes. Perfusion accessories are available to add drugs during the imaging experiment or conduct complete media exchange for even longer-term imaging experiments.

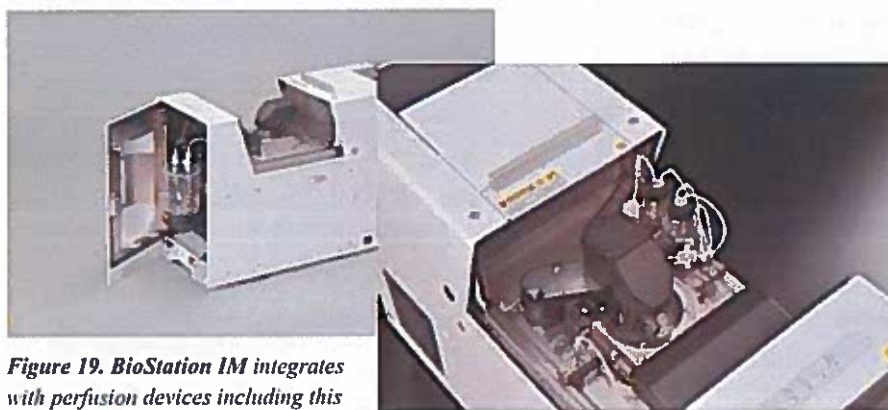
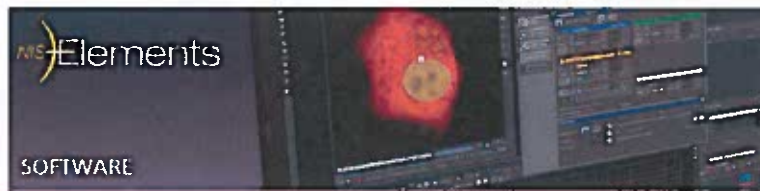


Figure 19. BioStation IM integrates with perfusion devices including this one shown which allows for complete media exchange and drug additions without the need to pause the imaging experiment.

The **BioStation CT** (Cell-Tracker) is an integrated tissue culture incubator, microscope and digital imaging system with advanced image analysis software. Dedicated software and hands-off, push-button functionality minimizes the complexity of performing long-term imaging experiments. This system automates the process of observing,

*Environmentally
controlled systems
lessen the number of
times an experiment
needs to be performed
before providing
meaningful results.
Reproducible
experimentation is
now possible.*

documenting, and managing the complete cell culturing period for live cell screens. There are 30 “stocker” positions for various culturing formats including well-plates, flasks and dishes. While maintaining optimal environmental conditions, internal robotics shuttle the culture vessels between the stocker and microscope stage for acquiring phase contrast and five channels of fluorescence. Various observation modes are enabled to automate the process of acquiring user registered custom points, full well scans, and high-speed, high-magnification montage tiling. Additionally, numerous researchers can simultaneously set up experiments with a wide variety of cell culture vessel formats and run those experiments in parallel due to a software calendar management feature. On-board image storage and a data management system allow for image review of the entire culture history. Automated methods for backing up the data exist and remote operation allows off-site review of the cells for scheduling experiments or image/video download. Our image analysis software package is capable of analyzing both phase contrast and fluorescence images to quantitate the time-lapse sequences for a wide range of applications. Nikon realizes that researchers depend on consistent and reproducible cell culturing techniques to optimize their experimental results.



NIS-Elements is an integrated software platform designed for Nikon microscope and image offline analysis. There are multiple packages available, each specifically designed for a variety of applications and imaging techniques.

NIS-Elements AR, or Advanced Research, allows end users to achieve complete microscope and confocal control, image capture for both confocal and standard widefield microscopy, documentation, data management and analysis. NIS-Elements is a single unifying platform for multiple users, which handles both confocal data acquisition and image acquisition, and widefield imaging using CCD or sCMOS cameras. NIS-Elements handles multidimensional imaging tasks flawlessly with support for capture, display, peripheral device control & analysis of images of up to six dimensions. Its intuitive interface simplifies workflow and speeds up image acquisition while providing sophisticated image processing and visualization features, such as a 5D volume viewer, automated object counting, intensity measurements over time, image tiling & stitching, live and post-acquisition linear & blind unmixing of multi-channel data, as well as advanced applications such as



deconvolution, FRAP, FRET, ratiometric imaging, and photoactivation, 2D& 3D object tracking and sub-pixel object tracking.

With the Nikon NIS-Elements platform, there is tremendous flexibility in building and designing the ideal microscopy imaging system. Nikon supports and integrates an ever growing list of 3rd party camera and peripheral devices such as stages, Z motors, piezos, high speed I/O DAQ hardware, filter wheels, shutters, wavelength switching, excitation illumination, and incubation systems. Building extensive options for a laboratory's growing needs and emerging techniques is guiding principle in Nikon's product development philosophy.

More information for all of Nikon's microscope solutions is available on our website at www.nikoninstruments.com.



Biological Microscopes

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*1 Nikon Advanced Modulation Contrast

*2 Brighter than 100W

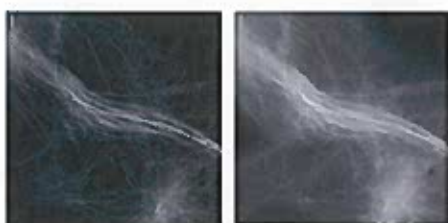
Super Resolution Microscopes

Super Resolution Microscope

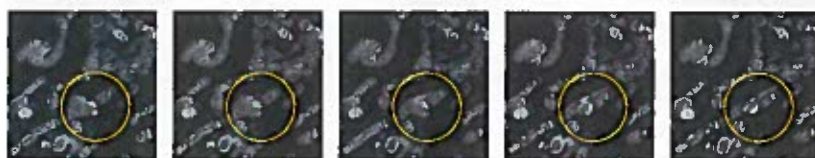
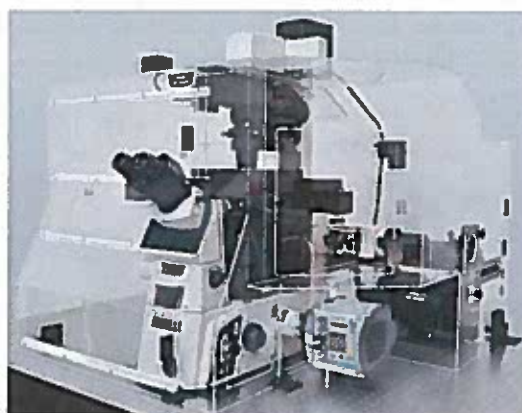
N-SIM

Temporal resolution of 0.6 sec./frame enables super resolution time-lapse imaging of dynamic live cell events with double the resolution of conventional optical microscopes

- Offering nearly twice (up to approx. 115nm*) the resolution of conventional optical microscopes, N-SIM enables detailed visualization of minute intracellular structures and their interactive functions by utilizing "Structured Illumination Microscopy" technology (* excited with 488nm laser, in 3D-SIM mode)
- Ultra-high temporal resolution of up to 0.6 sec./frame* enables super-resolution time-lapse imaging of dynamic molecular interactions in living cells (* with TIRF-SIM/2D-SIM mode)
- Various observation modes
 - TIRF-SIM/2D-SIM mode allows high-speed super resolution 2D image capture with incredible contrast; TIRF-SIM doubles the resolution of conventional TIRF microscopes, facilitating a greater understanding of molecular interactions at the cell surface
 - Two modes are available with 3D-SIM mode: Slice 3D-SIM mode allows axial super-resolution imaging with optical sectioning at 300nm resolution in specimens; Stack 3D-SIM mode can image thicker specimens than Slice 3D-SIM mode
- The optional two-camera imaging adapter allows simultaneous two-wavelength super-resolution imaging with excitation of 488nm and 561nm
- 5-laser multi-spectral super resolution imaging facilitates the study of dynamic interactions of multiple proteins at the molecular level



Left: with N-SIM, Right: with conventional microscope
Microtubules in B16 melanoma cell



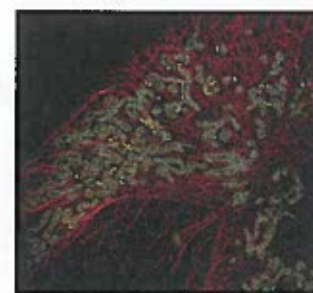
Dynamics of mitochondria (approx. 1 sec. image capturing intervals)

Super Resolution Microscope

N-STORM

Resolution 10 times that of conventional optical microscopes enables a greater understanding at the molecular level

- Ultra-high spatial resolution 10 times higher (up to 20nm in xy) than that of conventional optical microscopes is achieved by utilizing accurate localization information of thousands of discrete fluorophor molecules within a specimen
- In addition to lateral super-resolution, a tenfold enhancement in axial resolution (up to 50nm) is achieved, effectively providing 3D information at the nanoscopic scale
- Multicolor super-resolution imaging utilizing a combination of various "activator" and "reporter" probes affords a critical insight into the co-localization and interaction of multiple proteins at the molecular level
- Compatible with 488nm laser



Microtubule (Alexa405-Alexa647) and mitochondria (Cy3-Alexa647) in a mammalian cell.



Inverted Microscopes

Inverted Research Microscopes

ECLIPSE Ti Series

Ultimate solution for advanced imaging methods in live cell research

- Ti-E with motorized focusing and motorized three-port (four-port with Ti-E/B model) changeover, Ti-U with manual three-port (four-port with Ti-U/B model) changeover and Ti-S with manual two-port changeover
- High-speed multi-channel screening is possible by fast motorized control (Ti-E)
- The latest version of Perfect Focus System (PFS), which maintains focus in real-time during long-term observations, comes in two models: a UV-visible imaging model and a multiphoton imaging model. Both can maintain focus at greater depths than the previous model
- Imaging software NIS-Elements provides total system control for 6D time-lapse imaging (Ti-E)
- "Full intensity" external phase contrast unit allows use of specialized objectives without a phase ring and acquisition of high-quality images with high NA objectives
- Nikon original stratum structure allows simultaneous mounting of multiple fluorescence turrets and simultaneous acquisition of multiple wavelengths with two cameras including optional back port
- The Ti-LAPP modular illumination system allows for flexible combination of a wide range of illumination modules to create an imaging system tailored for individual research (Ti-E/U)
- By attaching a HUB controller, desired components such as a filter cube turret and filter wheel, in addition to the stage and nosepiece, can be motorized



Ti-E configuration with motorized accessories



Ti-U configuration with epi-fluorescence illuminator



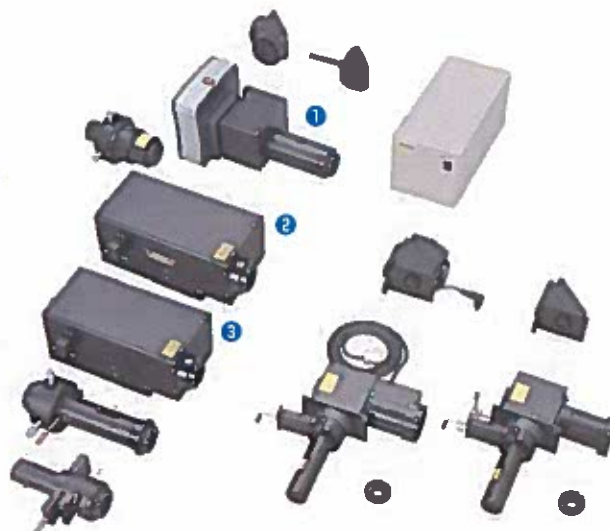
Ti-S

Illumination modules

Ti-LAPP Modular Illumination System (for Ti-E/U)

A wide range of illumination modules can be flexibly combined or added to create an imaging system tailored for individual research. Utilizing the Ti's stratum structure, up to five modules can be simultaneously mounted and rapidly switched. Dual layer configuration of filter cube turrets enables optimal filter configuration for illumination modules on each layer.

- 1 DMD module: Allows for simultaneous multi-point photoactivation with customizable illumination ROIs
- 2 N-STORM module: Equipped with motorized switching of illumination field for N-STORM microscopy
- 3 H-TIRF module: Enables automatic laser focus adjustment and incident angle adjustment for TIRF observations



Laser units

LU-NV laser units

(for Ti-E/U, Ni-E/U, FN1, AZ100)

Up to 8 wavelengths and 7 fiber outputs are available to choose from. Switching fiber output allows a single laser unit to simultaneously support multiple laser applications, such as TIRF and photoactivation modules, Confocal Microscope A1⁺ and C2⁺, and Super Resolution Microscope N-SIM and N-STORM.



LU-NV laser unit with LU controller box B (top)

LU-N4/N4S 4-laser unit, LU-N3 3-laser unit

(for Ti-E/U, Ni-E/U, FN1, AZ100)

A compact and easy-to-use laser unit that can support laser application systems such as TIRF and photoactivation modules, Confocal Microscope A1⁺ and C2⁺. LU-N4/LU-N4S* is equipped with four lasers (405nm, 488nm, 561nm, and 640nm), while LU-N3 has three lasers (405nm, 488nm, and 561nm).

*LU-N4S is compatible with spectral imaging but not with the Ti-LAPP system.



LU-N4/N4S/N3 laser unit

Inverted Microscopes

ECLIPSE TS100/TS100-F

Apodized Phase Contrast objectives visualize minute details with greater resolution
Also supports fluorescence and NAMC*

- Both high-luminescent LED (Eco-illumination) model and halogen lamp model are available
- Adopts CFI60 infinity optics for this class of microscope
- Apodized Phase Contrast objectives visualize minute details within a specimen
- Both TS100 and TS100-F support fluorescence microscopy
- Nikon Advanced Modulation Contrast (NAMC) observation is possible, enabling colorless and transparent samples in a plastic dish to be observed in high relief, a procedure not possible with DIC observation
- Eyepiece tube inclination and comfortable eye-point height for natural viewing posture when sitting or standing
- Low-profile 195mm-high stage with transparent acrylic stage ring for easy confirmation of objective in use
- Quintuple backward-facing nosepiece offers plenty of clearance for easy rotation



TS100 (Binocular tube model)



TS100-F (Trinocular tube model)

*Nikon Advanced Modulation Contrast

Accessories for Inverted Microscopes

Oil Hydraulic Micromanipulation Systems

NT-88-V3 Series (for Ti-E/U/S, TS100/100F)

The NT-88-V3 series with compact and easy-to-assemble design ensures stable and smooth operation without needle drift. It provides microscopic and precise specimen micromanipulation for experiments in the fields of IVF (In Vitro Fertilization), especially ICSI (Intracytoplasmic Sperm Injection), transgenic biotechnology and electrophysiology.

(Manufactured by Narishige Co., Ltd.)



Water Hydraulic Micromanipulation System

MHW-3 (for Ti-E/U/S, TS100/100F)

Needle drift caused by changes in room temperature has been decreased to the lowest possible level. Optimized for long hours of micromanipulation, such as in electrophysiologic patch-clamp experiments.

(Manufactured by Narishige Co., Ltd.)



Epi-Fi LED Illuminator

(for Ti-E/U/S, Ni-E/U, FN1)

Equipped with an LED light, this epi-fluorescence illuminator requires zero warm-up time and ensures stable and quantitative brightness of illumination, thus is particularly suited to long periods of time-lapse imaging. It allows simultaneous lighting with multiple wavelengths and the intensity of each wavelength can be controlled. An LED has a minimum lifespan of 10,000 hours, eliminating the need for frequent lamp replacement.



HG Precentered Fiber Illuminator

Intensilight

(for Ti-E/U/S, Ni-E/U, Ci-E/L/S, FN1, AZ100/100M)

It comes equipped with a precentered, easy-to-replace mercury lamp that has a lifespan of up to 2,000 hours and is suitable for fluorescence observation. Motorized and manual models are both available.



Stage Incubation System

INU Series (for Ti-E/U/S)

It sustains the internal temperature at 37°C with humidity of 90% and CO₂ of 5% to keep the specimen in a stable and precise condition for about three days.

(Manufactured by Tokai Hit Co., Ltd.)



Thermal Plate Warmer

ThermoPlate TP Series

(for Ti-E/U/S, TS100/100F)

A temperature controllable stage ring with a glass heating plate keeps the specimen at a set temperature. Temperature is adjustable from room temperature +5°C to 50°C in 0.1°C increments.

(Manufactured by Tokai Hit Co., Ltd.)



Cell Culture Observation System

BioStation CT

Automated stem cell screening in culture environment

- Operations from culture to observation of cells run automatically under optimal conditions in the same incubator
- Culture vessels are transferred from the rack to the microscope stage and cell image is captured according to a user-configured schedule
- Remote observation and setting from outside the laboratory via a network is possible
- Captures micro images from 2x to 40x with phase contrast observation using apodized phase contrast (APC) optics and fluorescence observation using three-color LED illumination. A bird's eye macro view allows the entire vessel to be viewed from above
- High resolution whole vessel images can be acquired with Full Well Scan Observation. This mode allows automatic processing and stitching of images to reconstruct the entire image of the culture vessel, and quick and easy discovery of developing iPS colonies. Images are zoomed so that colonies can be seen without loss of resolution
- Optional image analysis software CL-Quant allows automatic cell detection from a phase contrast image, and enables identification and counting of iPS colonies



Time Lapse Imaging System

BioStation IM-Q

The perfect and simple solution for reliable time-lapse imaging

- A totally integrated cell incubation and time-lapse imaging system
- High-sensitivity cooled monochrome CCD camera captures bright, high-contrast images
- Accurate, reliable data acquisition provided by precision XYZ control and by eliminating the focus drift caused by the stage movement and temperature change
- Powerful and intuitive software. Effortless operations with ergo controller and mouse
- Stable, consistent control of temperature, humidity and CO₂ gas concentration maintains cell activity for long periods
- Exceptional phase contrast and fluorescence imaging quality
- Instant set-up. Space-saving design. No need for darkroom
- Convenient accessories include a vessel and chamber for multi-sample observation and built-in perfusion components



Upright Microscopes

Motorized Advanced Research Microscope

ECLIPSE Ni-E (focusing stage model and focusing nosepiece model)

Automated imaging capability for most advanced observations

- High-precision motorized focusing supports automated Z-series acquisition
- Observation method can be changed using buttons on the microscope body. Microscope settings are automatically set to optimal positions according to selected magnification
- Various motorized accessories can be attached
- Stratum structure allows double layer mounting of a photoactivation unit and an epi-fluorescence attachment to enable simultaneous photoactivation and imaging
- High-speed motorized excitation/barrier filter wheel for multicolor imaging
- Exchangeable focusing mechanism from focusing stage to focusing nosepiece
- High optical performance: uniform and bright illumination using fly-eye optics
- Built-in, easy-to-reach image capture button. Angled operation buttons allow touch-type operations during observation



Ni-E (Focusing stage) configured with motorized epi-fluorescence illuminator, motorized condenser and motorized quadocular tilting tube



Ni-E (Focusing nosepiece) configured with motorized stage, motorized epi-fluorescence illuminator, photoactivation unit, motorized quadocular tilting tube and camera

Advanced Research Microscope

ECLIPSE Ni-U

Manual microscope with flexible selection of motorized options

- Motorized nosepiece, motorized epi-fluorescence cube turret and motorized shutter can be utilized
- Stratum structure allows double layer mounting of a back port unit and an epi-fluorescence attachment to enable simultaneous multichannel imaging with two cameras.
- High optical performance: uniform and bright illumination using fly-eye optics
- Built-in, easy-to-reach image capture button



Ni-U configured with ergonomic binocular tube

Clinical and Laboratory Microscopes

ECLIPSE Ci-E/Ci-L/Ci-S

Exceptional comfort for clinical and laboratory observation

- High-luminescent eco-friendly LED (Eco-illumination) for Ci-E/Ci-L and halogen illumination for Ci-S
- Ci-E offers motorized magnification switching and automatic light intensity reproduction, enabling use of motorized condenser
- Angle and extension adjustable ergonomic binocular tube ensures observation with natural posture. Eye-point height can be lifted using an eyelevel riser
- Stage height can be lowered by adding a nosepiece spacer, and locked for easy refocusing. Height-adjustable stage handle. Durable, scratch-resistant ceramic-coated stage
- Built-in capture button allows easy imaging with the DS series camera



Ci-E configured with ergonomic binocular tube



Ci-L, configured with ergonomic binocular tube and DS series camera



Ci-S configured with ergonomic binocular tube

Clinical & Educational Microscope

ECLIPSE E200

Outstanding cost performance—striking image sharpness, operability and durability

- Both high-luminescent LED (Eco-illumination) model and halogen lamp model are available
- Adopts CFI60 infinity optics for this class of microscope. Plan objectives that excel in image flatness come standard
- One-touch refocusing stage for easier specimen handling
- Focusing knob and stage handle are low-positioned and equidistant from operator, permitting one-handed operation in natural posture
- Ergonomic binocular tube and eye-level risers are available for adjusting the eyepoint
- Anti-mold treated
- E200-F (model with field diaphragm) is also available
- Various accessories are available, such as dedicated epi-fluorescence attachment
- Halogen lamp model is compliant with 100V-240V (multi-voltage)



E200 (model without field diaphragm)

Upright Microscope

Educational Microscope

ECLIPSE E100

High optical quality, simple operation and rigid design

- Both high-luminescent LED (Eco-illumination) model and halogen lamp model are available
- CFI optical system and dedicated objectives for flat images
- Siedentopf-type eyepiece tube and eye level adjustments; digital camera attachable to trinocular eyepiece tube
- Phase contrast observation for high-contrast viewing of transparent and colorless specimens
- Anti-mold treatment for objectives, eyepieces, and eyepiece tube



E100 configured with binocular tube

Polarizing Microscopes

ECLIPSE LV100N POL/Ci-POL/E200POL

- CFI60 optics deliver world-class optical performance
- Excellent basic performance, operability, durability and, above all, outstanding image sharpness
- LV100N POL is a research polarizing microscope that boasts twice the rigidity of conventional models and a brightness exceeding 100W (12V-50W model with centering quintuple nosepiece). The built-in Fly-Eye optics ensures uniform illumination, making it ideal for digital imaging
- ECLIPSE Ci-POL is compact yet offers high functionality, such as a nosepiece with DIN standard compensator slot (6V-30W model with centering quintuple nosepiece). Built-in capture button allows easy imaging with DS series cameras
- E200POL is a cost-efficient and extremely compact model (6V-30W multi-voltage model with quadruple nosepiece)



LV100N POL (diascopic illumination type)



Ci-POL (diascopic illumination type)



E200 POL (diascopic illumination type)

Microscope for Asbestos Identification

Polarizing/Dispersion Microscope

ECLIPSE LV100ND POL/DS

Dispersion staining microscopy that aids in the identification of asbestos

- Characteristic dispersion colors of each asbestos type corresponding to the refraction index of the immersion liquid can be observed using the phase contrast condenser and objectives (10x and 40x) for dispersion staining microscopy
- Qualitative asbestos analysis is possible by determination of birefringence and elongation (positive/negative); measurement of extinction angle, refractive index, and birefringence magnitude (retardation); observation of pleochroism



Microscope for Patch Clamp Experiments

ECLIPSE FN1

Dedicated patch-clamp microscope with I-shaped body design—more room for smooth electrode manipulation

- Corrects axial chromatic aberration up to IR light (to 850nm). New 40x and 60x objectives for crisp high resolution IR-DIC imaging
- 100x objective with NA 1.1 and working distance 2.5mm comes with a correction function for depth- and thermally-induced aberrations
- Vertical motion nosepieces enables magnification changes without moving Petri dish (15mm or less in height)
- Easy switching between IR light and reflected illumination
- With an optional variable magnification double port (0.35x, 2x, 4x), both wide field and high magnification observations can be carried out with a 16x objective alone
- Deep imaging of living specimens is possible in configuration with multiphoton confocal system AI MP*/AIR MP*



All objectives have wide approach angles and long working distances (45° and 3.5mm with 40x objective).



Configuration with Narishige micromanipulators and epi-fluorescence attachment

Stereo Microscopes

SMZ25/SMZ18

- Motorized zoom model SMZ25 is the first stereo microscope to offer a large 25:1 zoom ratio. Zoom ratio of manual zoom model SMZ18 is 18:1
- Optical path of both eyes boast high NA of up to 0.156 with the SHR Plan Apo 1x objective and SMZ25 zooming body
- Fly eye lens employed in the epi-fluorescence attachment ensures uniform brightness over the entire field of view even at the lowest magnifications
- Motorized focus and zoom operation (SMZ25)
- User-friendly remote control (SMZ25)
- Total magnification 3.15-315x (SMZ25), 3.75-270x (SMZ18), depending on objective used
- Compatible with various accessories including trinocular tubes



SMZ25 configured with motorized epi-fluorescence attachment and LED diascope illumination base



SMZ18 configured with plain stand

Accessories for SMZ25/SMZ18

LED Diascopic Illumination Base

The slim LED DIA Base is equipped with OCC illumination, which utilizes oblique lighting to enable high-contrast illumination of colorless and transparent specimens.



Fiber Diascopic Illumination Base

The Fiber DIA base features condenser lenses that can be switched between low and high magnifications. Furthermore, the OCC illumination system allows high-contrast illumination.



LED Ring Illumination Unit

LED Ring Illumination Unit is equipped with high-intensity, long-life (20,000 hours) LEDs. The illuminator's dial adjusts the intensity of the white LED.



LED Dark Field Unit

Darkfield observation is possible simply by attaching the darkfield unit to the base.



Simple Polarizing Attachment

The analyzer is attached to the objective and the polarizer to the base or stand to enable polarized observations.



Epi Fluorescence Attachment

A fly eye lens ensures bright high-contrast images over the entire field of view. A motorized model with control via a remote control unit or imaging software is also available.



SMZ1270/1270i, SMZ800N

- SMZ1270/1270i provides highest-in-class zoom ratio of 12.7:1. Zoom ratio of SMZ800N is 8:1
- Total magnification 3.15–480x (SMZ1270/1270i), 5–480x (SMZ800N), depending on eyepieces and objectives used
- High-level chromatic aberration correction provides sharp images
- Automatic detection of zoom magnification in combination with the digital camera control unit. Objective information is also detected with the intelligent nosepiece. (SMZ1270i)
- Compatible with various accessories, including trinocular tubes, epi-fluorescence attachment and teaching head. The slim-type LED diascopic stand is equipped with OCC illumination. The nosepiece offers both a widened magnification range and on-axis imaging



SMZ1270 configured with binocular tube and LED diascopic illumination stand



SMZ1270i configured with trinocular tilting tube, intelligent nosepiece and LED diascopic illumination stand



SMZ800N configured with binocular tube and plain stand

SMZ745/SMZ745T

- Total magnification 3.35–300x
- Zoom ratio 7.5:1
- Compatible with a camera (SMZ745T)
- Eyepiece inclination 45°



SMZ745T configured with C-PS plain stand



SMZ745 configured with C-PS plain stand

SMZ445

- Total magnification 4–70x
- Zoom ratio 4.4:1
- Eyepiece inclination 45°



SMZ445 configured with hybrid LED stand

SMZ460

- Total magnification 3.5–60x
- Zoom ratio 4.3:1
- Eyepiece inclination 60°



SMZ460 configured with hybrid LED stand

Multi-purpose Zoom Microscope

Multizoom AZ100/AZ100M/AZ-C2⁺

Continuously switchable magnifications, extending from macro to micro observation of the same specimen

- Covers a magnification range of 5x to 400x, thanks to 8x zooming optics and a unique triple nosepiece
- True on-axis observation and image capture are possible in the macro region
- Comes standard with an aperture stop
- Tilting trinocular eyepiece tubes can accommodate a digital camera
- The dedicated stands combine two focuses, one with an 85-mm stroke on the column side and one with a 10-mm stroke on the front stage, enabling observation of tall samples
- AZ100M with motorized focusing and motorized zooming makes it easy to capture Extended Depth of Focus (EDF) images
- AZ-C2⁺ offers high-definition macro confocal image capture in a single shot. Deep imaging of in-vivo whole specimens is also possible



AZ100M configured with Epi-Fl attachment

AZ100 configured with Epi-Fl attachment



AZ-C2⁺

Confocal Microscope System

Multiphoton Confocal Microscope

A1 MP⁺/A1R MP⁺

High-speed and high-resolution imaging of deep area in a living specimens

- A1 MP⁺ is equipped with a galvano (non-resonant) scanner that enables high-resolution imaging of up to 4096 x 4096 pixels
- A1R MP⁺ is equipped with both a galvano scanner and a resonant scanner, allowing ultrafast imaging of up to 420 fps (512 x 32 pixels)
- Deep imaging with high-sensitivity NDD (non-descanned detector); diascopic NDD is also available for Ni-E/FNI
- The ultrasensitive GaAsP (gallium arsenide phosphide) NDD has approximately twice the sensitivity of a standard NDD. Episcopic GaAsP NDDs for Ni-E/FNI are compatible with the 1300nm wavelength and enable deep imaging up to 1.4mm
- Sharper, brighter imaging with high NA objectives deposited with Nano Crystal Coat
- High-speed, high-precision unmixing with NDD
- Multiphoton laser beam can be automatically aligned with a single click



Configured with Ni-E

Confocal Microscope

A1+/A1R+

A1+ for high-resolution imaging, A1R+ for ultrafast and high-resolution imaging

- A1+ is equipped with a galvano scanner that enables high-resolution imaging of up to 4096 x 4096 pixels, and high-speed imaging of 10 fps (512 x 512 pixels)
- A1R+ is equipped with both a galvano scanner and a resonant scanner, allowing ultrafast imaging of up to 420 fps (512 x 32 pixels) as well as simultaneous photoactivation and imaging
- The high-sensitivity GaAsP detector enables much brighter imaging with minimal noise than conventional detectors
- Dichroic mirror with 30% increased fluorescence efficiency provides high image quality



Configured with Ti-E

True Spectral Imaging Confocal Microscope

A1si+/A1Rsi+

High-performance spectral detector supports simultaneous excitation of multiple wavelengths

- Acquisition of 32 channels (512 x 32 pixels) at 24 fps in a single scan
- Accurate, real-time spectral unmixing
- Simultaneous excitation of four lasers
- V-filtering function adjusts total intensity of up to four desired spectral ranges individually, providing flexibility to handle new fluorescence probes



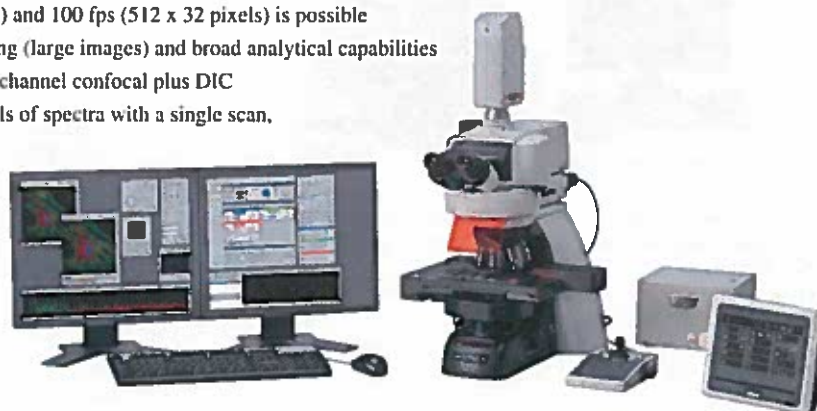
Configured with Ti-E

Confocal Microscope

C2+/C2si+

Powerful personal confocal microscope, essential for laboratories

- Highly efficient scanning head and detector provide noiseless, high contrast images
- High-speed imaging of 8 fps (512 x 512 pixels) and 100 fps (512 x 32 pixels) is possible
- With a host of functions, such as image stitching (large images) and broad analytical capabilities
- 4-channel simultaneous acquisition, such as 3-channel confocal plus DIC
- Spectral detector for C2si+ acquires 32-channels of spectra with a single scan, enabling unmixing of overlapped spectra



C2+ configured with Ni-E

Digital Cameras for Microscopes

Digital Sight Series

A wide range of digital cameras for microscopes is available, including high-definition cameras equipped with the Nikon FX-format CMOS sensor and compact camera heads with a choice of control units.

F-mount CMOS cameras

Microscope Camera DS-Ri2



- Equipped with a 16.25-megapixel CMOS sensor for digital SLR cameras that has been optimized for microscopes
- Fast acquisition of high-resolution images up to 4908 x 3264 pixels
- Accurate color reproduction of microscopy images with Nikon's proprietary image processing engine
- High frame rate of up to 45 fps (1636 x 1088 pixels) enables fast focusing
- High-sensitivity low-noise color fluorescent imaging is possible

Monochrome Microscope Camera DS-Qi2



- Equipped with a large format 16.25-megapixel monochrome CMOS sensor
- High-sensitivity imaging of weak fluorescent signals
- Cooling mechanism allows low noise imaging with high S/N ratio
- Reliable quantitative analysis with excellent linearity
- High frame rate of up to 45 fps (1636 x 1088 pixels) enables fast focusing
- Time-lapse imaging with high temporal resolution

C-mount CCD camera heads and control units

High-definition Color Camera Head DS-Fi2



- High-definition 5.0-megapixel CCD. High resolution of up to 2560 x 1920 pixels
- High frame rate of up to 21 fps
- High dynamic range and accurate color reproduction

High-definition Cooled Color Camera Head DS-Fi1c



- Cooling mechanism enables it to capture fluorescence and darkfield images clearly
- High-definition 5.0-megapixel CCD. High resolution of up to 2560 x 1920 pixels

High-speed Color Camera Head DS-Vi1



- High-frame-rate, 2.0-megapixel CCD. High-speed display at 15 fps (29 fps max.)
- Suitable for monitoring of microscopy images

PC-use Control Unit DS-U3



Configured with ECLIPSE Ni-U

- Versatile image capture, processing, measurement, analysis and data management when coupled with imaging software NIS-Elements
- High-speed image transfer for PC via IEEE 1394b connection
- Compact, space-saving design
- Allows integrated control of Nikon motorized microscopes and peripheral devices

Stand-alone Control Unit DS-L3



Configured with ECLIPSE Ci-L

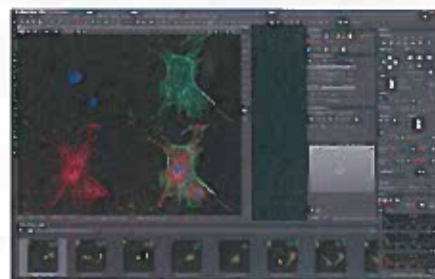
- Built-in high-definition 8.4-in. large display monitor
- Camera can be controlled with mouse operation or touch panel operation, eliminating the necessity of a PC connection
- Various digital interfaces including USB 2.0 connection
- Pre-programmed imaging modes for different observation methods
- Allows control of motorized devices on ECLIPSE Ni-E/U and Ci-E

Imaging Software

NIS-Elements

NIS-Elements is an integrated platform of imaging software developed by Nikon to achieve comprehensive control of microscope image capture and document data management.

NIS-Elements handles multidimensional imaging tasks flawlessly with support for capture, display, peripheral device control, and data management & analysis of images (up to six-dimensional images).



Nikon offers a number of microscope software packages to control and optimize the performance of its products.

**NIS-Elements Advanced Research**

NIS-Elements AR is optimized for advanced research applications. It features fully automated acquisition and device control through full 6D (X, Y, Z, Lambda (Wavelength), Time, Multipoint) image acquisition and analysis.

**NIS-Elements Basic Research**

NIS-Elements BR is suited for standard research applications. It features acquisition and device control through 4D (up to four dimensions can be selected from X, Y, Z, Lambda (Wavelength), Time, Multipoint) acquisition.

**NIS-Elements Documentation**

NIS-Elements D supports color documentation requirements in bio-research, clinical and industrial applications, with basic measuring and reporting capabilities.

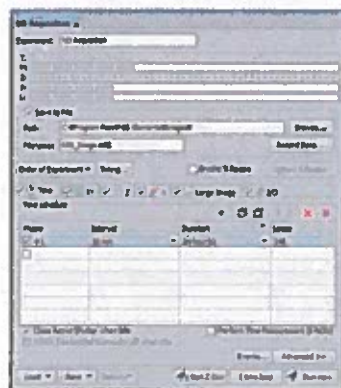
**NIS-Elements HC (High Content Analysis)**

NIS-Elements HC supports total operation of high-content analysis, from integrated control of Ti-E motorized inverted microscope and peripheral devices such as well plate loaders and CCD cameras, to image data management.

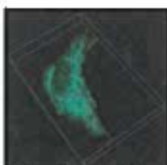
Various convenient plug-ins are available for advanced imaging and analysis capabilities.

Multidimensional Capturing

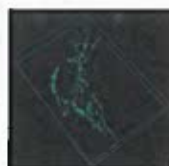
Up to 6D image acquisition combining dimensions such as X, Y, Z, time, wavelength and multipoint is easily set using the intuitive GUI.

**3D/2D Deconvolution**

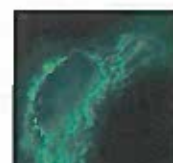
Haze and blur of the fluorescence image can be eliminated from the captured 3D image or from the 2D live preview image. (Separate plug-in for 3D and 2D)

3D deconvolution

Before deconvolution



After deconvolution

2D deconvolution

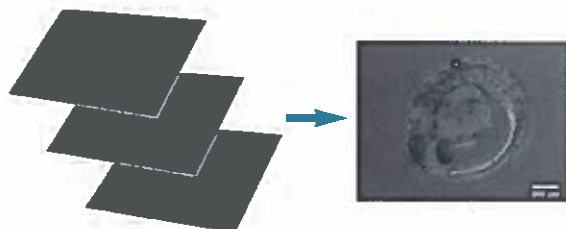
Before deconvolution



After deconvolution

Extended Depth of Focus

With the Extended Depth of Focus (EDF) plug-in, images that have been captured in a different Z-axis using a motorized stage can be used to create an all-in-focus image. Also, it is possible to create stereovision images & 3D surface images to achieve virtual 3D imaging.



All-in-focus image created from a sequence of Z-stack images

Database

NIS-Elements has a powerful image database module that supports image and meta data. Various databases & tables can easily be created and images can be saved to the database via one simple mouse-click. Filtering, sorting and multiple grouping are also available according to the database field given for each image.



CFI60 Objectives

Type	Use	Model	Immersion	NA	W.D. (mm)	Cover glass thickness	Correction ring	Spring loaded	Brightfield	Darkfield	DIC ²	Phase contrast	Polarizing	Fluorescence Visible light	UV	T-E PFS
Achromat	Brightfield (CFI)	4x		0.10	30.00	—			○				△	○		
		10x		0.25	7.00	—			○	△			△	○		
		10x DS		0.25	7.00	—			○				△	○		
		LWD 20x		0.40	3.90	0.17			○	○●			△	○		
		40x		0.65	0.65	0.17		✓	○	○●			△	○		
		LWD 40xC		0.55	2.7-1.7	0-2.0	✓		○	○●			△	○		
		60x		0.80	0.30	0.17		✓	○	●			△	○		
		100x Oil	Oil	1.25	0.23	0.17		✓	○				△	○		
		100xSH (with iris)	Oil	0.5-1.25	0.23	0.17		✓	○	○●			△	○		
	Polarizing (CFI)	P 4x		0.10	30.00	—			○				○	○		
		P 10x		0.25	7.00	—			○	△			○	○		
		LWD P 20x		0.40	3.90	0.17			○	○●			○	○		
		P 40x		0.65	0.65	0.17		✓	○	○●			○	○		
		P 100x Oil	Oil	1.25	0.23	0.17		✓	○				○	○		
	Phase contrast (CFI)	DL 10x		0.25	7.00	—			○	△		○ PH1	△	△		
		LWD DL 20x		0.40	3.90	0.17			○	○●		○ PH1	△	△		
		LWD DL 20xF		0.40	3.10	1.2			○			○ PH1	△	△		
		DL 40x		0.65	0.65	0.17		✓	○	○●		○ PH2	△	△		
		LWD DL 40x		0.55	2.7-1.7	0-2.0	✓		○	○●		○ PH2	△	△		
		DL 100x Oil	Oil	1.25	0.23	0.17		✓	○			○ PH3	△	△		
		BM 10x		0.25	7.00	0.7			○			○ PH1	△	△		
		ADL 10x		0.25	6.20	1.2			○			○ PH1	△	△		
	Apodized phase contrast (CFI)	LWD ADL 20xF		0.40	3.10	1.2			○			○ PH1	△	△		
		LWD ADL 40xF		0.55	2.10	1.2			○			○ PH1	△	△		
		LWD ADL 40xC		0.55	2.7-1.7	0-2.0	✓		○	○●		○ PH2	△	△		
		LWD ADL 40xC		0.55	2.7-1.7	0-2.0	✓		○					△		
	Advanced modulation contrast (CFI)	NAMC 10x		0.25	6.20	1.2			○					△		
		LWD NAMC 20xF		0.40	3.10	1.2			○					△		
		LWD NAMC 40xC		0.55	2.7-1.7	0-2.0	✓		○					△		
Plan Achromat	Brightfield (CFI Plan)	UW 1x		0.04	3.20	—			○				△	△		
		UW 2x		0.06	7.50	—			○				△	△		
		4x		0.10	30.00	—			○				△	○		
		10x		0.25	10.50	—			○	△			△	○		
		20x		0.40	1.20	0.17			○	○●			△	○		
		40x		0.65	0.56	0.17		✓	○	○●			△	○		
		50x Oil	Oil	0.90	NCG0.35	—		✓	○	●			△	○		
		100x Oil	Oil	1.25	0.20	0.17		✓	○				△	○		
		LWD IM51 100xC		0.85	1.3-0.95	0.6-1.3	✓		○		○			○		
		LWD IM51 100xC		0.85	1.3-0.95	0.6-1.3	✓		○		○			○		
	Phase contrast (CFI Plan)	DL 10x		0.25	10.50	—			○	△		○ PH1	△	△		
		DL 20x		0.40	1.20	0.17			○	○●		○ PH1	△	△		
		DL 40x		0.65	0.56	0.17		✓	○	○●		○ PH2	△	△		
		DL 100x Oil	Oil	1.25	0.20	0.17		✓	○			○ PH3	△	△		
	No cover glass (CFI Plan)	NCG 40x		0.65	0.48	0		✓	○	○●			△	○		
		NCG 60x (CF objective)*1		0.85	0.35	0		✓	○	●			△	○		
		NCG 100x		0.90	0.26	0		✓	○	●			△	○		
	Super long WD (CFI L Plan EPI)	SLWD 20x		0.35	24.00	0			○	○●			△	○		
		SLWD 50x		0.45	17.00	0			○	○●			△	○		
		SLWD 100x		0.70	6.50	0			○	○●			△	○		
	Brightfield (CFI S Plan Fluor)	ELWD 20xC		0.45	8.2-6.9	0-2.0	✓		○	○●	○		○	○	○	●
		ELWD 40xC		0.60	3.6-2.8	0-2.0	✓		○	○●	○		○	○	○	●
		ELWD 60xC		0.70	2.6-1.8	0.1-1.3	✓		○	○●	○		○	○	○	●
		ELWD 20xC		0.45	8.2-6.9	0-2.0	✓		○	○●		○ PH1		○	○	●
		ELWD ADM 40xC		0.60	3.6-2.8	0-2.0	✓		○	○●		○ PH2		○	○	●
		ELWD ADM 60xC		0.70	2.6-1.8	0.1-1.3	✓		○	○●		○ PH2		○	○	●
		ELWD NAMC 20xC		0.45	7.40	0-2.0	✓		○					○		
		ELWD NAMC 40xC		0.60	3.10	0-2.0	✓		○					○		
S Fluor	Brightfield (CFI S Fluor)	4x		0.20	15.50	—			○				△	○	○ Wide	●
		10x		0.50	1.20	0.17		✓	○	○●	○		△	○	○ Wide	●
		20x		0.75	1.00	0.17		✓	○	○●	○		△	○	○ Wide	●
		40x		0.90	0.30	0.11-0.23	✓	✓	○	●	○		△	○	○ Wide	●
		40x Oil	Oil	1.30	0.22	0.17		✓ w/stopper	○		○		△	○	○ Wide	●
		100xSH (with iris)	Oil	0.5-1.3	0.20	0.17		✓	○	○●			△	○	○ Wide	●
Universal Plan Fluor	No cover glass polarizing (CFI LU Plan Fluor EPI)	P 5x		0.15	23.50	—			○				○	○	○	
		P 10x		0.30	17.50	0			○	△			○	○	○	
		P 20x		0.45	4.50	0			○	○●			○	○	○	
		P 50x		0.80	1.00	0		✓	○	●			○	○	○	
		P 100x		0.90	1.00	0		✓	○	●			○	○	○	

*1 To use with the CFI60 optics microscope (not possible in E400), an objective conversion adapter is necessary.

*2 See page 20 for compatible prisms

*3 Dedicated for FN1 (CFI75 objective)

Note 1. Model numbers

The below letters, when attached to the end of model numbers, indicate the respective features.

C for use with 1.2mm-thick cover glass

C with correction ring

NCG for use without cover glass

SH: with iris

WI: water immersion type

W: water dipping type

MI: multi immersion (oil, water, glycerin) type

IMSI: compatible with IMSI only

DS: compatible with dispersion staining microscopy

Note 2. Cover glass thickness

— can be used without cover glass

0: use without cover glass

Note 3. Darkfield microscopy

Possible with the following

△ universal condenser (dry) and darkfield ring

○ above and darkfield condenser (dry)

● darkfield condenser (oil)

Note 4. Phase rings are classified by objective NA

PHL and PH1 - 3 are condenser cassette modules. EXT PH3

and EXT PH4 indicate external phase contrast modules for T.

Note 5. Fluorescence microscopy (UV)

△ possible with visible light that has a longer

wavelength than the excitation light used for DAPI

○ suitable

○ recommended for best results

Wide: high transmittance with an ultraviolet

wavelength range of up to 340nm

Type	Use	Model	Immersion	NA	W.D. (mm)	Cover glass thickness	Correction ring	Spring loaded	Brightfield	Darkfield	DIC ²	Phase contrast	Polarizing	Fluorescence			T-E PFS
Plan Fluor	Brightfield (CFI Plan Fluor)	4x		0.13	17.10	—			○				△	○	○		
		10x		0.30	16.00	0.17			○	△	○			○	○		●
		20x		0.50	2.10	0.17				○●	○		○		○		
		20xA MI	Oil, water glycerin,	0.75	0.51-0.35 0.51-0.34 0.49-0.33	0-0.17	✓	✓	○	○●	○		○	○	○		
		40x		0.75	0.66	0.17		✓	○	○●	○		○	○	○		●
		40x DS2		0.75	0.66	0.17		✓	○					○	○		
		40x Oil	Oil	1.30	0.20	0.17		✓w/stopper	○		○	EXT PH3-40x	○	○	○		●
		60x		0.85	0.40-0.31	0.11-0.23	✓	✓	○	●	○		○	○	○		
		60xSH (with iris)	Oil	0.50-1.25	0.22	0.17		✓	○	○●	○		○	○	○		
		100x Oil	Oil	1.30	0.16	0.17		✓w/stopper	○		○		○	○	○		●
	100xSH (with iris)	Oil	0.50-1.30	0.20	0.17		✓		○●	○		○	○	○			
	Phase contrast (CFI Plan Fluor)	DL 4x		0.13	16.40	1.2			○			○ PHL		○			
		DLL 10x		0.30	16.00	0.17			○	△		○ PH1		○	○		●
		DL 10x		0.30	15.20	1.2			○	△		○ PH1			○		
		DLL 20x		0.50	2.10	0.17			○	○●		○ PH1		○	○		
		DLL 40x		0.75	0.66	0.17		✓	○	○●		○ PH2		○	○		●
		DM 40xDS		0.75	0.66	0.17		✓	○	○●		○ PH2		○	○		
		DLL 100x Oil	Oil	1.30	0.16	0.17		✓w/stopper	○			○ PH3			○		●
BM 40x AS			0.75	0.66	0.17		✓	○			PH2		○	○			
Applied phase contrast (CFI Plan Fluor)	ADH 100x Oil	Oil	1.30	0.16	0.17		✓w/stopper	○			○ PH3		○	○		●	
Plan Apodized	Brightfield (CFI Plan Apo)	λ 2x		0.10	8.50	—			○				○	○	△		
		λ 4x		0.20	20.00	—			○				○	○	△	○	●
		λ 10x		0.45	4.00	0.17			○	△	○		○	○	△	○	●
		λ 20x		0.75	1.00	0.17		✓	○	○●	○		○	○	△	○	●
		VC 20x		0.75	1.00	0.17		✓	○	○●	○		○	○	△		●
		λ 40x		0.95	0.21 (0.25-0.16)	0.11-0.23	✓	✓	○	●	○		○	○	△	○	●
		λ 60x		0.95	0.15 (0.21-0.11)	0.11-0.23	✓	✓	○	●			○	○	△	○	
		λ 60x Oil	Oil	1.40	0.13	0.17		✓	○		○	EXT PH3-60x	○	○	△	○	●
		VC 60x A WI	Water	1.20	0.31-0.28	0.15-0.18	✓	✓	○	●	○	EXT PH3-60x		○			●
		IR 60xWI	Water	1.27	0.17 (0.18-0.16)	0.15-0.19	✓	✓	○		○	EXT PH3-60x	○	○	△	○	●
		λ 100x Oil	Oil	1.45	0.13	0.17		✓	○		○	EXT PH3-100x	○	○	△		●
		VC 100x Oil	Oil	1.40	0.13	0.17		✓	○		○	EXT PH3-100x	○	○	△		●
		NCG 100x Oil	Oil	1.40	0.16	0		✓	○				○	○	△		
		SR (CFI SR Plan Apo)	IR 60xWI	Water	1.27	0.17 (0.18-0.16)	0.15-0.19	✓	✓	○		○	EXT PH3-60x	○	○	△	○
	Phase contrast (CFI Plan Apo)	λ DM 20x		0.75	1.00	0.17	✓	✓	○	○●		○PH2			△	○	●
		λ DM 40x		0.95	0.21 (0.25-0.16)	0.11-0.23	✓	✓		●		○PH2		○	△	○	●
		λ DM 60x		0.95	0.15 (0.21-0.11)	0.11-0.23	✓	✓	○	●		○PH2		○	△	○	
		λ DM 60x Oil	Oil	1.40	0.13	0.17		✓	○			○PH3		○	△	○	●
	λ DM 100x Oil	Oil	1.45	0.13	0.17		✓	○			○PH3		○	△	○	●	
Apodized	Confocal (CFI Apo)	40xWI λ S	Water	1.25	0.18	0.15-0.19		✓	○		○	EXT PH3-40x	○	○	○		●
		LWD 40xWI λ S	Water	1.15	0.60	0.15-0.19	✓	✓	○	●	○	EXT PH3-40x	○	○	○		●
		60x Oil λ S	Oil	1.40	0.14	0.17	✓	✓	○		○	EXT PH3-60x	○	○	○		●
	Evanescent (CFI Apo)	TIRF 60x Oil	Oil	1.49	0.12	0.13-0.19 (23°C) 0.15-0.21 (37°C)	✓		○		○	EXT PH4-60x	○	○	△		●
		TIRF 100x Oil	Oil	1.49	0.12	0.13-0.19 (23°C) 0.14-0.20 (37°C)	✓		○			EXT PH4-100x	○	○	△		●
		SR (CFI SR Apo)	TIRF 100x Oil	Oil	1.49	0.12	0.13-0.19 (23°C) 0.14-0.20 (37°C)	✓		○			EXT PH4-100x	○	○	△	
Type	Use	Model	Immersion	NA	W.D. (mm)	Cover glass thickness	Correction ring	Spring loaded	Brightfield	Darkfield	DIC ²	Phase contrast	Polarizing	Fluorescence		Near- infrared DIC	
Water Dipping	Confocal (CFI Apo)	25xW MP	Water	1.10	2.00	0	✓		○	●	○		○	○			
		Brightfield (CFI Plan Fluor)	10xW	Water	0.30	3.50	0		○	△	○		○	○			
			20xW	Water	0.50	2.00	0		○	○●			○	○			
	Brightfield (CFI Fluor)	40xW	Water	0.80	2.00	0		○	●	○		○	○	○ Wide			
		60xW	Water	1.00	2.00	0		○	●	○		○	○	○			
		Brightfield (CFI Apo)	40xW NIR	Water	0.80	3.50	0		○	●	○		○	○	△		
	60xW NIR		Water	1.00	2.80	0		○	●	○		○	○				
	Brightfield (CFI Plan)	100xW	Water	1.10	2.50	0	✓	○	●	○		○	○				
	Phase contrast (CFI Fluor)	DLL 40xW	Water	0.80	2.00	0		○	●		○ PH2		○	○			
Brightfield (CFI75)	LWD 16xW ³	Water	0.80	3.00	0		○	●	○		○		○				

Note 6. Brightfield/DIC/Fluorescence (visible light) microscopy
 △ possible but not recommended suitable recommended for best results

Note 7. Polarizing
 △ possible but not recommended suitable

retardation measurement is possible with a polarizing microscope

Note 8. T PFS
 ● compatible with PFS

Combinations of DIC Prisms and Objectives

For Ti series inverted microscopes

		System Condenser LWD Dry, Motorized System Condenser LWD Dry						HNA Condenser Lens Dry				HNA Condenser Lens Oil			
		Standard		High Contrast		High Resolution		Standard		High Resolution		Standard		High Resolution	
		Condenser Module	DIC Slider	Condenser Module	DIC Slider	Condenser Module	DIC Slider	Condenser Module	DIC Slider	Condenser Module	DIC Slider	Condenser Module	DIC Slider	Condenser Module	DIC Slider
10x	Plan Fluor 10x S Fluor 10x Plan Apo A 10x	LWD N1 Dry	10x	---		---		---		---		---		---	
20x	Plan Fluor 20x S Fluor 20x Plan Fluor 20x A MI Plan Apo A 20x Plan Apo VC 20x S Plan Fluor ELWD 20xC	LWD N2 Dry	20x	LWD N1 Dry	20x-C	---		HNA N2 Dry	20x	---		HNA N2 Oil	20x	---	
40x	Plan Fluor 40x S Fluor 40x Plan Apo A 40x Apo LWD 40x WI A.S Plan Fluor 40x Oil S Fluor 40x Oil Apo 40x WI A.S S Plan Fluor ELWD 40xC	LWD N2 Dry	40x I 40x II	LWD N1 Dry	40x I-C	---		HNA N2 Dry	40x I 40x II	---		HNA N2 Oil	40x I 40x II	---	
60x	Plan Apo A 60x Apo TIRF 60x Oil Plan Fluor 60x Oil Plan Apo A 60x Oil Apo 60x H A.S Plan Apo VC 60x A WI Plan Apo IR 60x WI SR Plan Apo IR 60x WI S Plan Fluor ELWD 60xC	LWD N2 Dry	60x I 60x II 60x IV	---		LWD NR Dry	60x I-R 60x II-R 60x IV-R	HNA N2 Dry	60x I 60x II 60x IV	HNA NR Dry	60x I-R 60x II-R 60x IV-R	HNA N2 Oil	60x I 60x II 60x IV	HNA NR Oil	60x I-R 60x II-R 60x IV-R
100x	Plan Apo A 100x Oil Plan Apo VC 100x Oil Apo TIRF 100x Oil SR Apo TIRF 100x Oil Plan Fluor 100x Oil Plan Fluor 100x Oil Iris Plan LWD IMSP 100xC	LWD N2 Dry	100x I 100x II 100x III	---		LWD NR Dry	100x I-R 100x II-R	HNA N2 Dry	100x I 100x II	HNA NR Dry	100x I-R 100x II-R	HNA N2 Oil	100x I 100x II	HNA NR Oil	100x I-R 100x II-R

For Ni-E (focusing stage)/Ni-U upright microscopes

		Universal Condenser Dry/Motorized Universal Condenser Dry						DIC Condenser Oil			
		Standard		High Contrast		High Resolution		Standard		High Resolution	
		Condenser Module	DIC Slider	Condenser Module	DIC Slider	Condenser Module	DIC Slider	Condenser Module	DIC Slider	Condenser Module	DIC Slider
10x	Plan Fluor 10x S Fluor 10x Plan Apo A 10x	N1 Dry	10x	---		---		---		---	
20x	Plan Fluor 20x Plan Fluor 20x A MI S Fluor 20x Plan Apo A 20x Plan Apo VC 20x S Plan Fluor ELWD 20xC	N2 Dry	20x	N1 Dry	20x-C	---		N2 Oil	20x	---	
40x	Plan Fluor 40x S Fluor 40x Plan Apo A 40x Apo LWD 40x WI A.S Plan Fluor 40x Oil S Fluor 40x Oil Apo 40x WI A.S S Plan Fluor ELWD 40xC	N2 Dry	40x I 40x II	N1 Dry	40x I-C	---		N2 Oil	40x I 40x II	---	
60x	Plan Apo A 60x Apo TIRF 60x Oil Plan Fluor 60x Oil Plan Fluor 60x Plan Apo A 60x Oil Apo 60x H A.S S Plan Fluor ELWD 60xC	N2 Dry	60x I 60x II	---		NR Dry	60x I-R 60x II-R	N2 Oil	60x I 60x II	NR Oil	60x I-R 60x II-R
100x	Plan Apo A 100x Oil Plan Apo VC 100x Oil Plan Apo 100x NCG Oil Apo TIRF 100x Oil Plan Fluor 100x Oil Plan Fluor 100x Oil Iris	N2 Dry	100x I 100x II	---		NR Dry	100x I-R 100x II-R	N2 Oil	100x I 100x II	NR Oil	100x I-R 100x II-R

For Ni-E (focusing nosepiece)/FN1 fixed stage microscopes

		FN-C LWD Condenser	
		Condenser Module	DIC Slider
10x	Plan Fluor 10xW	N1 Dry	10x
16x	LWD 16xW (CF175)	N2 Dry	16x I
20x	Fluor 20xW		20x
25x	Apo 25xW MP		25x I
40x	Apo 40xW NR Fluor 40xW		40x III
60x	Apo 60xW NR Fluor 60xW		60x I
100x	Plan 100xW		100x-II

Epi-fluorescence Filter Cubes

Filter Cube Characteristics

	Filter Cubes	Wavelengths	Characteristics	I series, Ti series	E series, TS100
U V	UV-1A	EX 365/10 DM 400 BA 400	•Narrow band pass—only 365nm (i line) of Mercury spectrum used •Narrow band pass minimizes auto-fluorescence and photo-bleaching	✓	✓
	UV-2A	EX 330-380 DM 400 BA 420	•Standard filter block for UV	✓	✓
	UV-2B	EX 330-380 DM 400 BA 435	•Darker background than UV-2A	✓	✓
	UV-2E/C (DAPI)	EX 340-380 DM 400 BA 435-485	•For DAPI, cutting off FITC (green) and TRITC (red) •Soft-coated type for high signal/noise •Band-Pass Barrier Filter used to cut off green and red	✓	✓
V	V-2A	EX 380-420 DM 430 BA 450	•Standard filter block for V	✓	✓
B V	BV-1A	EX 435/10 EM 455 BA 470	•Narrow band pass—only 435nm (g line) of Mercury spectrum used •Narrow band pass minimizes auto-fluorescence and photo-bleaching	✓	
	BV-2A	EX 400-440 DM 455 BA 470	•Standard filter block for BV	✓	✓
B	B-1A	EX 470-490 DM 505 BA 520	•Narrower excitation range than B-2A •FITC+Counter-stain (TRITC, PI)	✓	
	B-1E	EX 470-490 DM 505 BA 520-560	•For FITC (green), cutting off Rhodamine red •Band-Pass Barrier Filter used to cut off red	✓	
	B-2A	EX 450-490 DM 505 BA 520	•Standard filter block for B •For FITC + Counter-stain (TRITC, PI)	✓	✓
	B-2E	EX 450-490 DM 505 BA 520-560	•Similar to FITC •For FITC (green), cutting off Rhodamine red •Band-Pass Barrier Filter used to cut off red		✓
	B-2E/C (FITC)	EX 465-495 DM 505 BA 515-555	•Soft coated type for high signal/noise •For FITC (green), cutting off Rhodamine red •Band-pass Barrier Filter used to cut off red	✓	✓
	B-3A	EX 420-490 DM 505 BA 520	•Wide band pass—recommended for halogen illumination only	✓	✓
G	G-1B	EX 546/10 DM 575 BA 590	•Narrow band pass—only 546nm (e line) of Mercury spectrum used •Narrow band pass minimizes auto-fluorescence and photo-bleaching	✓	✓
	G-2A	EX 510-560 DM 575 BA 590	•Standard filter block for G	✓	✓
	G-2B	EX 510-560 DM 575 BA 610	•610nm barrier provides darker background and deep red emission	✓	
	G-2E/C (TRITC)	EX 540/25 DM 565 BA 605/55	•For TRITC (Rhodamine) •Soft coated type for high signal/noise •Band-Pass Barrier Filter used to cut off reds above 643nm	✓	✓
Y	Y-2E/C (Texas Red)	EX 540-580 DM 595 BA 600-660	•For Texas Red® •Soft coated type for high signal/noise •Band-Pass Barrier Filter used to cut off reds above 660nm	✓	✓

Filter Cubes for Fluorescent Protein

Filter Cubes	Wavelengths	I series, Ti series	E series, TS100
BFP	EX380/30, DM420, BA460/50	✓	
CFP	EX436/20, DM455, BA480/40	✓	
CFP HQ*	EX420-445, DM450, BA460-510	✓	
GFP-L	EX480/40, DM505, BA510	✓	✓
GFP-B	EX480/40, DM505, BA535/50	✓	✓
GFP HQ*	EX455-485, DM495, BA500-545	✓	
YFP	EX500/20, DM515, BA535/30	✓	
YFP HQ*	EX490-500, DM510, BA520-560	✓	

*Each filter/mirror has a very sharp rising edge at the corresponding wavelength, minimizing signal crossover.

Other Filter Cubes

Filter Cubes	Wavelengths	I series, Ti series	E series, TS100
Cy3	EX535/50, DM565, BA610/75	✓	
Cy5	EX620/60, DM660, BA700/75	✓	
Cy7	EX710/75, DM750, BA810/90	✓	

Multi-Band Filter Cubes

Filter Cubes	Abbreviations	Applications	I series, Ti series	E series, TS100
Dual	F-R	FITC, Rhodamine	✓	✓
	F-T	FITC, Texas Red	✓	✓
	D-F	DAPI, FITC	✓	✓
Triple	D-F-R	DAPI, FITC, Rhodamine	✓	✓
	D-F-T	DAPI, FITC, Texas Red	✓	✓

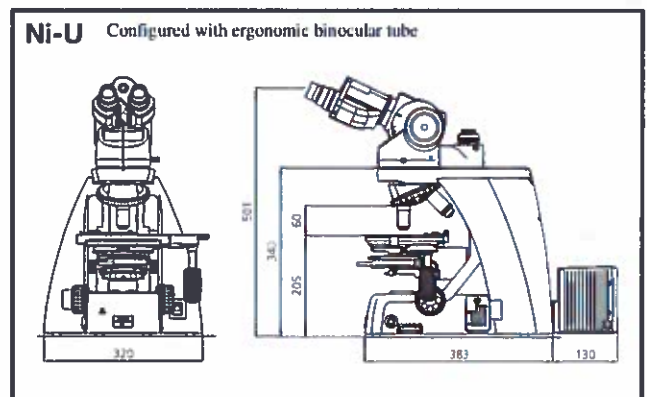
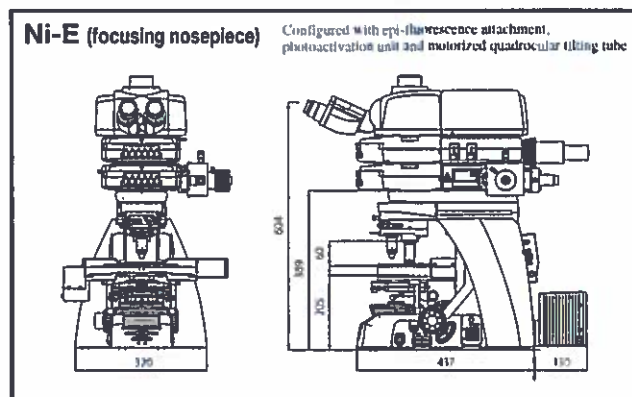
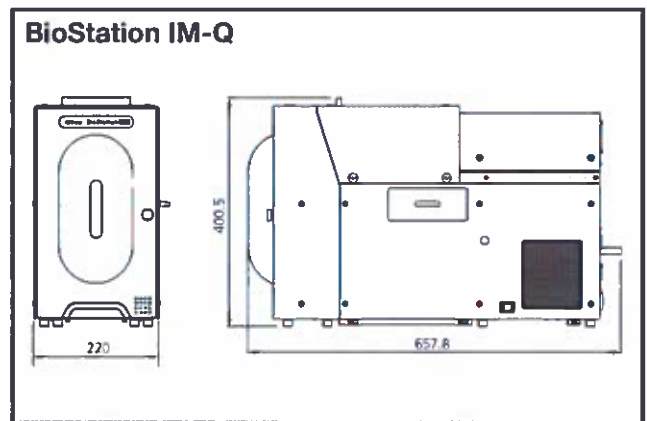
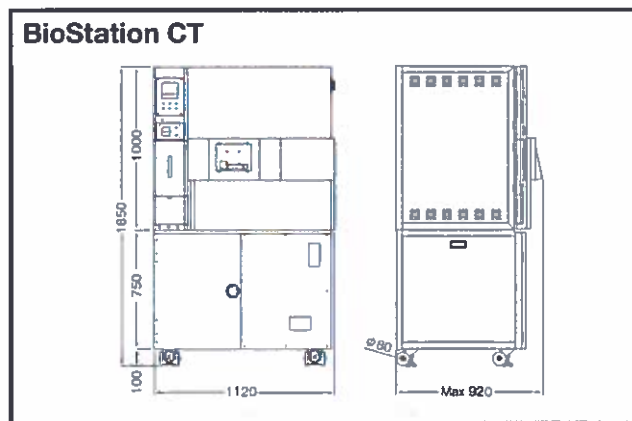
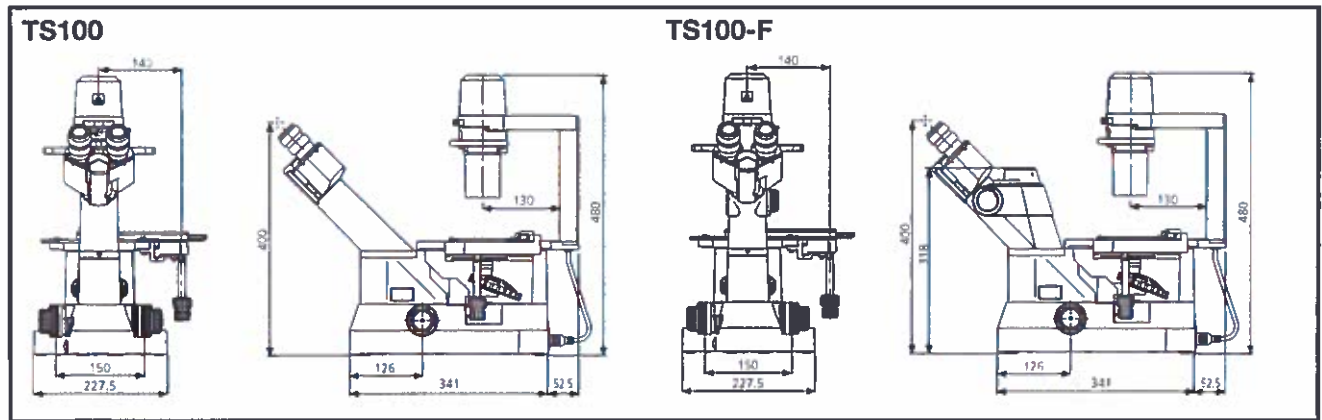
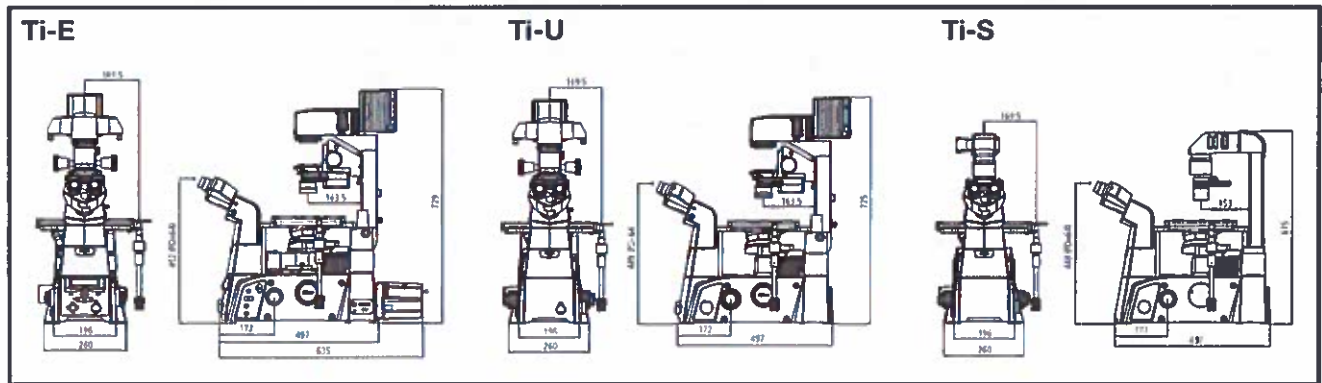
Filter Cubes for SMZ25/18

Filters	Wavelengths
DAPI	EX395/25, DM425, BA460/50
CFP	EX436/20, DM455, BA480/40
GFP-B	EX460-500, DM505, BA510-560
GFP-L	EX460-500, DM505, BA510
YFP	EX500/20, DM515, BA535/30
RFP	EX530-560, DM570, BA590
mCherry	EX560/40, DM585, BA630/75

Note:

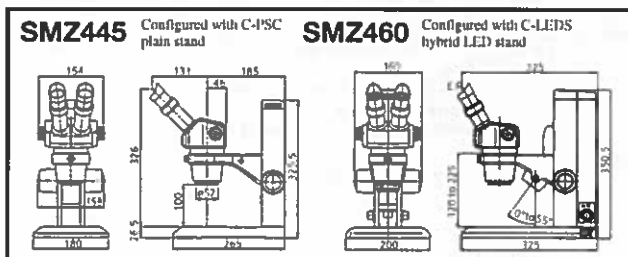
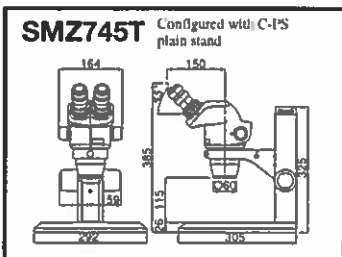
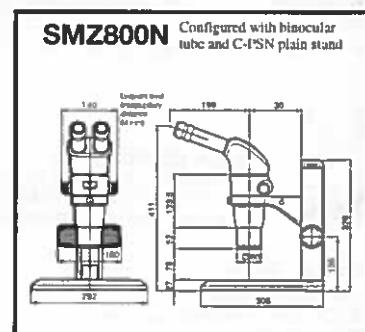
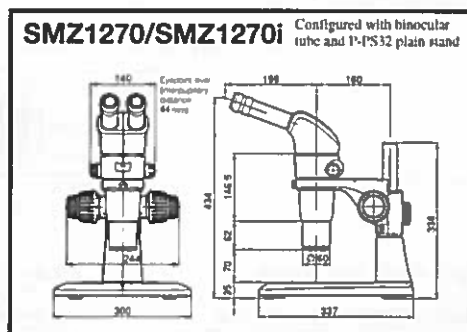
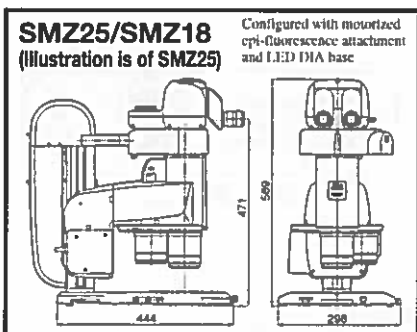
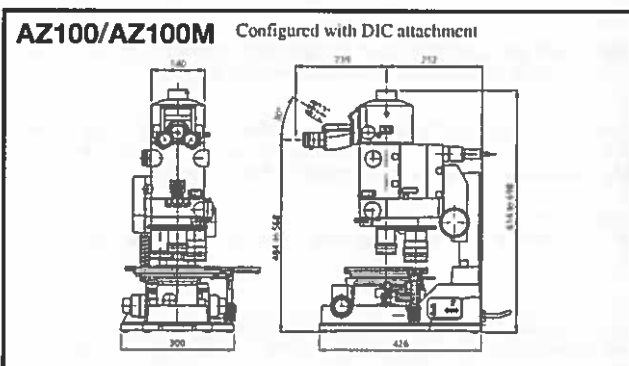
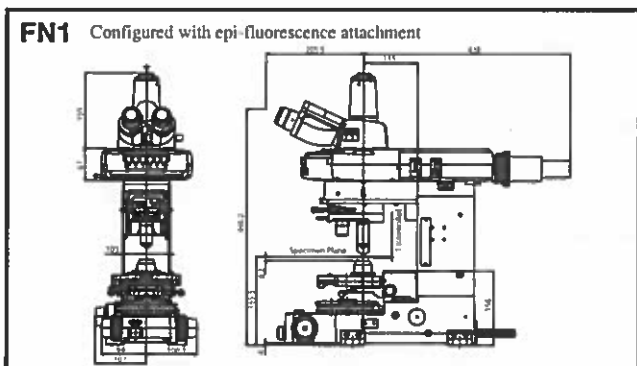
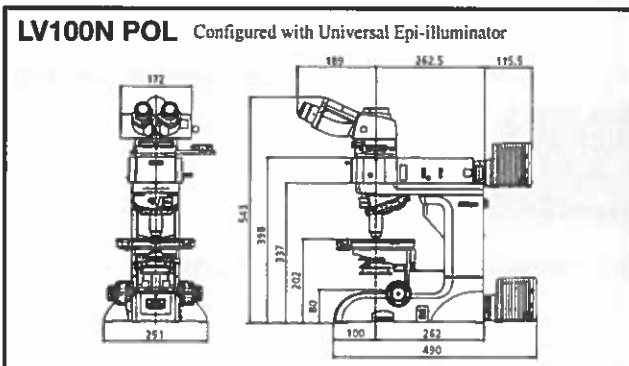
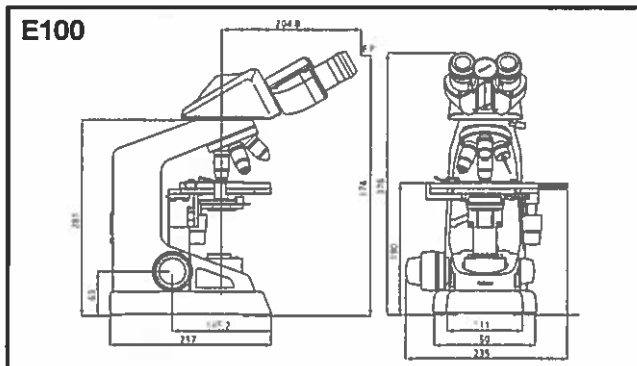
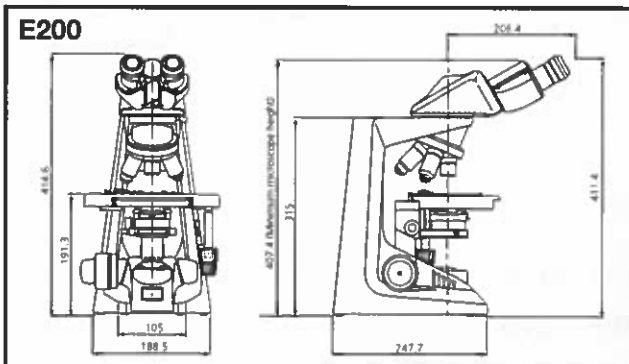
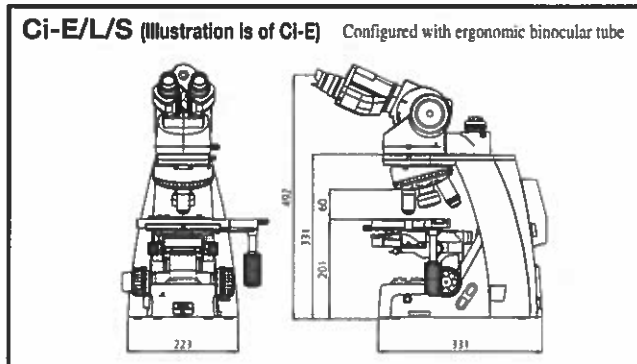
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Dimensional Diagrams



Eyepoint height when pupillary distance is 64mm

Unit: mm



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