



Participating Addendum Number PO-10700-00029782
for
LABORATORY EQUIPMENT AND SUPPLIES
between
State of Oregon
and
Nikon Instruments, Inc.

This Participating Addendum is entered into by the State of Oregon, by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS") ("Participating Entity"), on behalf of the State of Oregon and its agencies and members of the Oregon Cooperative Procurement Program ("ORCPP") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number MA2024002, executed by Contractor and the State of Idaho ("Lead State") for Laboratory Equipment and Supplies ("Master Agreement"):

Nikon Instruments Inc. ("Contractor")
1300 Walt Whitman Road

Melville, New York 11747

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is (or their named successor):

Jacquelyn Perry
Manager, Contract Administration
Jacquelyn.perry@nikon.com
(631) 547-8526

Participating Entity's contact for this Participating Addendum is (or their named successor):

Keri Ashford
State Procurement Analyst
keri.a.ashford@das.oregon.gov]
(971) 349-2399]

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Oregon ("Purchasing Entities"). Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify Participating Entity's contact for this Participating Addendum to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Purchase Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All Band 2 (Microscopes) products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum.

Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum as set forth in Exhibit 1.
- VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** Contractor shall submit volume sales reports and vendor-collected administrative fees in the amount of 2.0% of Contractor's gross total sales, less any credits or refunds, in accordance with the requirements set forth at: <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>. For the sake of clarity, Contractor shall base its volume sales reports on orders shipped not received. Contractor invoices at time of shipment.
- VIII. FEDERAL FUNDING REQUIREMENTS.** Purchase Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Purchase Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Purchase Order any alternative or additional requirements related to the use of federal funds. By accepting the Purchase Order, Contractor agrees to comply with the requirements set forth therein.
- IX. EXHIBITS.** This Participating Addendum includes the following exhibits:
- a. Exhibit 1: Modifications and Additions to Master Agreement Terms and Conditions
 - b. Exhibit 2: Insurance
 - c. Exhibit 3: Contractor Data
 - d. Exhibit 4: Federal Terms and Conditions

In the event of a conflict between the terms and conditions of this Participating Addendum, the Master Agreement and Purchase Orders, the following descending order of precedence applies:

- a. This Participating Addendum, less its exhibits;
 - b. Exhibit 4: Federal Terms and Conditions
 - c. Exhibit 1: Modifications and Additions to Master Agreement Terms and Conditions
 - d. Exhibit 2: Insurance
 - e. Exhibit 3: Contractor Data
 - f. Any Purchase Order issued pursuant to this Participating Addendum
 - g. The Master Agreement
- X. NOTICE.** Any notice required herein shall be sent to the following (or their named successors):

For Contractor:

Jacquelyn Perry
Manager, Contract Administration
Jacquelyn.perry@nikon.com
631-547-8526

For Participating Entity:

Keri Ashford
State Procurement Analyst
keri.a.ashford@das.oregon.gov
(971) 349-2399

- XI. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

XII. INTEGRATION. This Participating Addendum and the Master Agreement and their exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Participating Addendum.

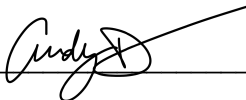
SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

Nikon Instruments, Inc.

Federal Tax ID Number: 11-3554845

Signature and Date: 

Printed Name and Title: Andy Davis, Director, Sales

The State of Oregon, acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services

Signature and Date: _____

Printed Name and Title: Keri Ashford, State Procurement Analyst

Approved Pursuant to ORS 291-047: Karen Johnson, Senior Assistant Attorney General, via email dated 01/24/2024

Exhibit 1
Modifications and Additions to Master Agreement Terms and Conditions

1. Incorporation of Master Agreement. Participating Entity and Purchasing Entities are intended beneficiaries of the Master Agreement and are entitled to rely upon all of the representations and warranties, rights, remedies, and benefits under the Master Agreement and this Participating Addendum, subject to the state-specific constitutional, statutory and other requirements set forth herein.

2. Definitions. The following terms have the meanings set forth below. Capitalized terms not defined in this Participating Addendum have the meaning ascribed to them in the Master Agreement and its exhibits. A Contract entered into between Purchasing Entity and Contractor may also include additional defined terms.

“Contract” means the fully executed written agreement formed between Contractor and a Purchasing Entity with authority to enter into an agreement under this Participating Addendum, including a Purchase Order, the terms and conditions of this Participating Addendum, terms required by the Master Agreement, additional terms required by the Purchasing Entity, and all its exhibits and attachments.

“DAS PS” means the State of Oregon acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services.

“ORCPP” means the “Oregon Cooperative Purchasing Program”. State agencies with their own procurement authority, institutions of higher institution, political subdivisions and other entities may become members of the ORCPP and then are authorized to use statewide contracts in the State of Oregon.

“State” for the purposes of this Participating Addendum, means the State of Oregon.

3. Purchase Orders.

3.1 Form of Purchase Orders. Purchasing Entities may use their own forms for Purchase Orders. To the extent the terms of any form differ from the terms of this Participating Addendum, the terms of this Participating Addendum supersede such contrary terms. Each Purchase Order must contain, on the front page, the following language:

THIS PURCHASE IS PLACED AGAINST THE STATE OF IDAHO MASTER AGREEMENT NO. MA2024002. THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE ASSOCIATED PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF OREGON, NO. PO-10700-00029782 APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

3.2 No Third-Party Beneficiaries. DAS PS and Contractor are the only parties to this Participating Addendum and are the only parties entitled to enforce its terms. Purchasing Entities are intended beneficiaries of this Participating Addendum.

Contractor shall look solely to the respective contracting party for any rights and remedies Contractor may have at law or in equity arising out of the sale and purchase of Goods and the resulting contractual relationship, if any, with each such contracting party. The State bears no liability for and expressly disclaims any liability for purchases made by State Agencies without the authority or authorization described in this Participating Addendum, non-State Agency Purchasing Entities, or any other entity.

3.3 Verification of Purchasing Entities that are ORCPP members. Contractor shall verify that it provides Services under this Participating Addendum only to Purchasing Entities that are ORCPP members or that are State Agencies with appropriate authority or written authorization. Contractor may verify that a particular entity is an ORCPP member on-line at <http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx>.

3.4 DAS PS Threshold: Authorized Purchasers that are agencies of the State of Oregon under DAS procurement authority may issue ordering instruments under this Addendum for any dollar amount without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, Authorized Purchasers that are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval, as may be required.

4. Payment Provisions. Purchasing Entity’s obligation to make payment under this Participating Addendum, if

any, and the obligation to pay late charges is subject to ORS 293.462.

5. Funds Available and Authorized/Non-Appropriation. The State of Oregon's and its agencies' payment obligations under Contracts entered into under this Participating Addendum are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Contract entered into under this Participating Addendum. Contractor is not entitled to receive payment under this Participating Addendum or any Contract from any part of Oregon state government other than Purchasing Entity. Nothing in this Participating Addendum or any Contract is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Purchasing Entity represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Contract entered into under this Participating Addendum.

6. Warranties. Purchasing Entities are entitled to the warranties, rights, remedies, and benefits under the Master Agreement, and this Participating Addendum for any Contracts entered into by Purchasing Entities under this Participating Addendum. Without limiting the generality of the warranty provisions of the Master Agreement, Contractor represents and warrants to DAS PS and Purchasing Entity that:

- 6.1** Contractor has the power and authority to enter into and perform this Participating Addendum and each Contract entered into under this Participating Addendum, and that this Participating Addendum and any Contract entered into under this Participating Addendum, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms.
- 6.2** Goods will be new, unused, current production models, where applicable, and will be free from defects in materials, design and manufacture for manufacturer's standard warranty period. Where specifications have been made a part of the RFP, Contractor further warrants that all Goods conform to the specifications and meet or exceed all quality and safety standards set forth in the RFP;
- 6.3** All Services to be performed under Contracts entered into under this Participating Addendum will be performed in accordance with the highest applicable professional or industry standards, and that only workmanship of the first quality shall be employed in the performance of this Participating Addendum;
- 6.4** Contractor shall transfer to or secure on behalf of Purchasing Entity all manufacturer's warranties covering Goods, if any at time of delivery at no charge; and
- 6.5** Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or State Agency.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Master Agreement. All warranties provided in this Participating Addendum are cumulative and will be interpreted expansively so as to afford Purchasing Entity the broadest warranty protection available.

7. Control of Defense and Settlement. Contractor's obligation to indemnify Purchasing Entity as set forth in this Participating Addendum is conditioned on Purchasing Entity providing to Contractor prompt notification of any claim or potential claim of which Purchasing Entity becomes aware that may be the subject of those sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 8; however, neither Contractor nor any attorney engaged by Contractor may defend the claim in the name of the State of Oregon or any Purchasing Entity of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

8. Term and Termination of Participating Addendum.

- 8.1 Term.** Subject to DAS PS' right to terminate this Participating Addendum, it is the intent of the parties that this Participating Addendum be co-terminus with the Master Agreement. In the event the Lead State extends the term of the Master Agreement, the term of this Participating Addendum will extend to such new expiration date without further action by DAS PS. This Participating Addendum remains in effect until the earlier of (i) the expiration or termination of the Master Agreement, or (ii) expiration or termination of this Participating Addendum in accordance with its terms.

8.2 DAS PS Right to Terminate for Other Reasons. DAS PS may terminate this Participating Addendum, in whole or in part, immediately upon written notice to Contractor, or at such later date as DAS PS may establish in such notice, for any reason, or upon the occurrence of any of the following events:

8.2.1 State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Services to be purchased under the Participating Addendum.

8.2.2 Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Services under this Participating Addendum is prohibited or the State is prohibited from paying for such Service from the planned funding source.

8.2.3 Contractor has undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or State Agency.

9. Term and Termination of Contracts.

9.1 Individual Contracts may be terminated at any time by written consent of Purchasing Entity and Contractor.

9.2 Purchasing Entity may, at its sole discretion, terminate a Contract, in whole or in part, upon 30 calendar days' written notice to Contractor.

9.3 Purchasing Entity may terminate a Contract, in whole or in part, immediately upon written notice to Contractor, or at such later date as Purchasing Entity may establish in such notice, upon the occurrence of any of the following events:

9.3.1 Purchasing Entity fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Services to be purchased under the Contract.

9.3.2 Federal or State laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Services under the Contract is prohibited or Purchasing Entity is prohibited from paying for such Services from the planned funding source.

9.3.3 Contractor has undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or State Agency.

9.3.4 Contractor commits any material breach of this Participating Addendum or the Contract and has failed to cure the breach within the time set forth in the Contract or notice.

9.4 Upon receipt of written notice of termination, Contractor will stop performance under the Contract as directed by Purchasing Entity.

9.5 Termination of a Contract does not extinguish or prejudice Purchasing Entity's right to enforce the Contract with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of Purchasing Entity to indemnification by Contractor. In addition, termination of a Contract does not extinguish or prejudice Purchasing Entity's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this Participating Addendum. If a Contract is so terminated, Purchasing Entity will pay Contractor in accordance with the terms of the Contract (including this Participating Addendum) for Services delivered and accepted by Purchasing Entity.

10. Compliance with Law.

10.1 Compliance with Law Generally. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor, this Participating Addendum, and Contracts entered into under this Participating Addendum. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Participating Addendum and Contracts: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009 (ARRA); (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and

(x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated. DAS PS' Purchasing Entity's performance is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

10.2 Oregon False Claims Act. Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Participating Addendum or a Contract, including the procurement process relating to this Participating Addendum, which constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Participating Addendum, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State of Oregon under this Contract or any other provision of law.

10.3 Changes in Law Affecting Performance. Each party will immediately provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Participating Addendum or a Contract. Each party shall monitor changes in federal and state laws, ordinances, and regulations applicable to its performance hereunder, and will be deemed aware of such changes within 30 calendar days of the enactment of any such change.

10.4 Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Participating Addendum and a failure to comply constitutes a breach that entitles DAS PS or Purchasing Entity to terminate this Participating Addendum or a Contract for cause.

10.5 Non-Discrimination. Contractor certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material condition, to maintain such policy and practice in force during the term of this Participating Addendum and each Contract.

11. Oregon Public Records Law. Contractor acknowledges that any disclosures Contractor makes to Purchasing Entity under this Participating Addendum are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.311-192.478, and the provisions for the Custody and Maintenance of Public Records, ORS 192.005-192.710. The non-disclosure of documents or of any portion of a document submitted by Contractor to DAS PS or Purchasing Entity may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified prior to DAS PS' or Purchasing Entity's release of documents to entities other than participating agencies or other State Agencies. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense.

12. Recycled Products. Contractor will use, to the maximum extent economically feasible in the performance of this Participating Addendum or any Contract, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

13. Notices. Except as otherwise provided in a Contract (including for security incident and breach notifications), any formal communications between Purchasing Entity and Contractor, to or notices to be given under a Contract will be given in writing by personal delivery of an electronic transmission or the notice or mailing the notice, postage prepaid, at the address or number set forth in the Contract. Any communication so addressed and mailed will be deemed to have been received five calendar days after mailing. Any communication delivered electronically will be deemed to be given when a confirming report for the transmission is generated by the

transmitting machine. To be effective against the receiving party, such electronic transmission must be confirmed by telephone notice to the receiving party's authorized representative, as set forth in the Contract. Any communication or notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative.

13.1 As between Contractor and State with respect to this Participating Addendum, the Primary Contacts of Contractor and State are set forth in the Participating Addendum.

14. Governing Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Participating Addendum and resulting Contracts, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

15. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between the State of Oregon (including DAS PS, Purchasing Entities who are State Agencies, OCRPP Purchasing Entities who are Oregon executive department agencies, and any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Participating Addendum or a Contract under this Participating Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS PARTICIPATING ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or the consent to jurisdiction in State or Federal Court.

Any Claims between Contractor and a Purchasing Entity other than the State of Oregon or a State Agency that arise from or are related to individual Contracts or this Participating Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Purchasing Entity resides or has its principal office, or at Purchasing Entity's option, within such other county as Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

16. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Participating Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that department relative to the Participating Addendum or any Contract. A Purchasing Entity may withhold final payment under a Contract until Contractor has provided the Oregon Department of Revenue with the required information.

17. Severability. If any term or provision of this Participating Addendum or any Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Participating Addendum or Contract did not contain the particular term or provision held to be invalid.

18. Survival. Any terms of this Participating Addendum or any Contract, which by their nature are intended to survive termination or expiration do so survive. Terms include but are not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions.

19. Insurance. No later than ten days following the Effective Date, Contractor must provide insurance as set forth on Exhibit 2, Insurance, of this Participating Addendum. No Contracts may be placed or accepted until proof is provided that these requirements have been met. A Purchasing Entity may require additional amounts or types of insurance under a Contract.

20. Amendments. This Participating Addendum may only be modified in writing agreed to and executed by the parties, and approved in accordance with applicable law. A Contract may only be modified in writing agreed to and executed by the parties, and approved in accordance with applicable law.

Exhibit 2 Insurance

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit prior to performing under this Participating Addendum and any Contract and shall maintain it in full force and at its own expense throughout the duration of this Participating Addendum and all warranty periods Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS PS.

Workers' Compensation Insurance. All employers, including Contractor, that employ subject workers in the State of Oregon must comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must also ensure that each of its approved subcontractors complies with these requirements.

General Liability Insurance. Contractor must obtain and maintain, at its own expense, for the duration of this Participating Addendum and any Contract, general liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000, for each occurrence and \$2,000,000 aggregate for bodily injury and property damage. It must include contractual liability coverage for the indemnity provided under this Contract.

Automobile Liability Insurance. Contractor must obtain, at Contractor's expense, and keep in effect during the term of this Participating Addendum and any Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence must not be less than \$1,000,000.

Additional Insureds. The State of Oregon, DAS PS and their divisions, officers and employees are included as additional insureds under the General Liability and Automobile Liability policies, but only with respect to the Goods or Services that Contractor will provide under this Participating Addendum and any Contract.

Notice of Cancellation or Change. Contractor must not cancel, cause a material change in, reduce its limits for or omit or intend not to renew the insurance coverage required under this Participating Addendum without 30 calendar days' prior written notice from Contractor or its insurers to DAS PS.

Certificates of Insurance. As evidence of the insurance coverage required under this Participating Addendum, Contractor must furnish acceptable insurance certificates to DAS PS before providing the Goods or commencing the Services and annually thereafter. The certificates must specify all of the parties who are additional insureds. Insuring companies must be authorized to sell insurance in the State of Oregon. Contractor must be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance.

**Exhibit 3
Contractor Data**

Contractor Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Contractor Name (exactly as filed with the IRS):

Nikon Instruments Inc.

Street address: 1300 Walt Whitman Road

City, state, zip code: Melville, New York 11747

Email address: Jacquelyn.perry@nikon.com

Telephone: 631-547-8526

Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)?

(Check one box): ☐ YES ☒ NO

Business Designation: (Check one box):

☐ Professional Corporation

☐ Nonprofit Corporation

☐ Limited Partnership

☐ Limited Liability Company

☐ Limited Liability Partnership

☐ Sole Proprietorship

☒ Corporation

☐ Partnership

☐ Other

Exhibit 4
Federal Terms and Conditions

Contractor shall comply and shall cause its subcontractors to comply with the following federal requirements, as may be applicable to a Contract. For purposes of a Contract, all references to federal laws are references to federal laws and implementing administrative rules as they are adopted and amended from time to time.

1. Equal Employment Opportunity. If a Contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Executive Order prohibits contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. During the performance of a Contract:

- 1.1. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action must include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 1.3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- 1.4. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by Purchasing Entity and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 1.7. In the event of Contractor's noncompliance with the nondiscrimination clauses of a Contract or with any of the said rules, regulations, or orders, a Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.8. Contractor will include the portion of the sentence immediately preceding subsection 1.1 and the provisions of subsection 1.1 through this subsection 1.8 in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor. Contractor will take such action with respect to any subcontract as Purchasing Entity may direct as a means of enforcing such provisions, including sanctions for noncompliance;

1.8.1. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by Purchasing Entity, Contractor may request the United States to enter into such litigation to protect the interests of the United States.]

2. Davis-Bacon Act.

2.1. All transactions regarding a Contract will be done in compliance with the Davis-Bacon Act (40 USC §§3141-3144, and §§3146-3148) and the requirements of 29 CFR Part 5 as may be applicable. Contractor shall comply with 40 USC §§3141-3144, and §§3146-3148 and the requirements of 29 CFR part 5 as applicable.

2.2. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

2.3. Additionally, Contractor shall pay wages not less than once a week.

2.4. **Oregon Prevailing Wage Laws.** Contractor shall comply with the prevailing wage rate requirements that may apply to a Contract as set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), if applicable. Contractor shall:

- 2.4.1. comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
- 2.4.2. pay to BOLI, within the required timeframe and in the appropriate amount, the Contract fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of a Contract; and
- 2.4.3. unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Contractor is a "public body" and a Contract is a "qualified project," as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Contractor shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
- 2.4.4. Enter into a labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
- 2.4.5. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under a Contract, in a manner consistent with the apprentices' respective apprenticeship training programs;
- 2.4.6. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under a Contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
- 2.4.7. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- 2.4.8. Contractor represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- 2.4.9. Pursuant to ORS 279C.817, Contractor may request that the Commissioner of BOLI make a determination about whether a Contract is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

3. Copeland "Anti-Kickback" Act.

3.1. Contractor shall comply with 18 USC §874, 40 USC §3145, and the requirements of 29 CFR part 3 as may be applicable, which are incorporated by reference into a Contract.

- 3.2. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal funding agency may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all such Contract clauses.
- 3.3. A breach of this Section 3 may be grounds for termination of a Contract and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

4. Contract Work Hours and Safety Standards Act.

- 4.1. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rates of pay for all hours worked in excess of forty hours in such workweek.
- 4.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 4.1, Contractor or subcontractor responsible therefor shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 4.1, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by subsection 4.1.
- 4.3. Withholding for unpaid wages and liquidated damages. Purchasing Entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under the Contract or any other Federal contract with Contractor or subcontractor or any other federally-assisted contract subject to the same Contract Work Hours and Safety Standards Act, which is held by Contractor or subcontractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in subsection 4.2.
- 4.4. Subcontracts. Contractor or subcontractor shall insert in any subcontract the clauses set forth in subsections 4.1 through 4.3 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor with these provisions.

5. Funding Agreements. If Contractor is a small business firm or nonprofit organization and the Contract provides for the performance of experimental, developmental or research work funded in whole or in part by the federal government, Purchasing Entity shall comply with the provisions of 37 CFR part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued by the federal funding agency. See 2 CFR part 200, Appendix II ¶F.

6. Clean Air, Clean Water, EPA Regulations. If a Contract, including amendments, exceeds \$100,000 then Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC §7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 USC §§1251-1387), specifically including, but not limited to Section 508 (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report violations to Purchasing Entity, the federal funding agency, and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

- 6.1. Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
- 6.2. Contractor shall include these provisions in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

7. Truth in Lobbying. By signing a Contract, Contractor certifies, to the best of Contractor's knowledge and belief that:

- 7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- 7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 7.3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- 7.4. This certification is a material representation of fact upon which reliance was placed when a Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into a Contract imposed by the Byrd Anti-Lobbying Amendment, Section 1352, Title 31, U.S. Code and 31 CFR Part 21. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 7.5. No part of any federal funds paid to Contractor under a Contract may be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.
- 7.6. No part of any federal funds paid to Contractor under a Contract may be used to pay the salary or expenses of any grant recipient or contractor, or agent acting for such Contractor, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 7.7. The prohibitions in Subsections 7.5 and 7.6 of this section include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 7.8. No part of any federal funds paid to Contractor under a Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation does not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

8. Solid Waste Disposal Act. Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. Resource Conservation and Recovery. Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC §6901 et. seq.). Section 6002 of that act (codified at 42 USC §6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

10. Recycled Materials. In the performance of a Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with a Contract performance schedule, (ii) meeting Contract performance requirements, or (iii) at a reasonable price.

11. Prohibition on certain Telecommunications and Video Surveillance Services or Equipment. Contractor certifies, following a reasonable inquiry for purposes of this representation, that Contractor does not use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, that are prohibited under Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232 (hereinafter, the NDAA), regardless of whether such use is in Contractor's performance under a Contract.

12. Buy American. Contractor shall comply with any applicable provisions of the Buy American Act (41 USC §§83-1-8305 and any other applicable statutes, regulations or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.

13. Audits; Access to Records. Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in a Contract and applicable state or federal law.

13.1. If Contractor expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Contractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200.

13.2. Contractor shall comply and cause its subcontractor to comply, to the extent applicable to Contractor or such subcontractor in connection with its performance of the Services under a Contract, with the applicable audit requirements and responsibilities set forth in the Subpart F of [2 CFR part 200](#) (for audits for fiscal years beginning after December 26, 2014).

13.3. [Contractor shall provide the State of Oregon, Purchasing Entity, the federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to a Contract for the purpose of making audits, examinations, excerpts and transcripts. Contractor shall permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. If applicable, Contractor shall provide authorized representatives of the federal funding agency or the funding agency's authorized representatives access to construction sites pertaining to the work being completed under a Contract. Contractor and Purchasing Entity acknowledge and agree that no language in a Contract is intended to prohibit audits or internal reviews by the federal funding agency or the Comptroller General of the United States.]

14. Debarment and Suspension. Contractor shall comply and shall cause its subcontractors to comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 CFR part 180 and 2 CFR Part 3000, principles as defined in 2 CFR 180.995 or its affiliates, as defined in 2 CFR 180.905.). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549 (excluded as defined in 2 CFR 180.940 or disqualified as defined in 2 CFR 180.935). Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor certifies:

14.1. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

14.2. Contractor has not within a three-year period preceding the Effective Date of this Participating Addendum been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

14.3. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 1 of this certification; and

14.4. Contractor has not within a three-year period preceding the Effective Date of this Participating Addendum had one or more public transactions (federal, state, or local) terminated for cause or default.

15. False Statements. Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Participating Addendum and that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

16. General Provisions. The federal government is not a party to this Participating Addendum and is not subject to any obligations or liabilities to Purchasing Entity, Contractor or any other party pertaining to any matter resulting from a Contract. No federal funds may be used to provide grant activities in violation of 42 USC 14402.

17. Coronavirus State Fiscal Recovery Fund. Contractor shall comply with the terms, conditions and requirements of the federal Coronavirus State Fiscal Recovery Fund (codified at 42 U.S.C. 802), including all implementing regulations (31 CFR 35.1 et seq.) and other guidance promulgated by the U.S. Department of the Treasury (collectively, the “CSFRF”).

18. Drug Free Workplace. Contractor shall comply with the Drug-free Workplace requirements in subpart b (or subpart c, if an individual) of 2 CFR subtitle B, Chapter XV, Part 1536, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (pub. L. 100-690, title v, subtitle d; 41 U.S.C. 701-707; 31 CFR Part 20). Contractor acknowledges:

- 18.1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
- 18.2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- 18.3. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the State of Oregon that abuse of this drug will also not be tolerated in the workplace.
- 18.4. Contractor certifies that it will provide drug-free workplaces for its employees.

19. Civil Rights Act. Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. ADDITIONAL ATTACHMENTS REQUIRED – APPENDIX 1

20. Fair Housing Act. Contractor shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

21. Relocation and Real Property Acquisition. Contractor shall comply with the provisions of Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.

22. Rehabilitation Act of 1973. Contractor shall comply with requirements of Section 503 and Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

23. Age Discrimination Act. Contractor shall comply with the requirements of the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

24. Americans with Disabilities Act. Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC §12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work. This act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by state and local governments, except public transportation services.

25. Hatch Act. Contractor shall comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

26. Whistleblower Protection Act. Contractor shall comply with the requirements for whistleblower protections (as applicable) at 10 USC §2409, 10 USC §4712, 10 USC §2324, 41 USC §§4304- 4310. may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or

grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

27. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

28. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

APPENDIX 1

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the contractor named below (hereinafter referred to as the "Contractor") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Contractor's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Contractor may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Contractor's program(s) and activity(ies), so long as any portion of the Contractor's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.
5. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits contractors or recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part

22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Contractor understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Contractor, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property.
7. Contractor shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Contractor shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Contractor shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Contractor also must inform the Department of the Treasury if Contractor has received no complaints under Title VI.
9. Contractor must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If the Contractor settles a case or matter alleging such discrimination, the Contractor must provide documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Contractor makes sub-awards to other agencies or other entities, the Contractor is responsible for ensuring that sub-contractors also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Contractors.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.