

Participating Addendum

23PSX0261AA

This Participating Addendum is made by and between the State of Connecticut acting by its Department of Administrative Services (“DAS” or “Participating Entity”), in accordance with sections 4a-2, 4a-51 and 4a-53(b) of the Connecticut General Statutes, and Nikon Instruments, Inc. (“Contractor”).

The Contractor and DAS agree as follows:

1. Except as otherwise provided in this Participating Addendum, DAS and the Contractor shall be bound by the terms of a certain National Association of State Procurement Officials (“NASPO”) master agreement number MA2024002 entered into between the Contractor and the State of Idaho, with an effective date of December 1, 2023 and a service start date of March 1, 2024, (the “Master Agreement”) for the purchase of Band 2- Microscopes.
2. The Master Agreement, attached to this Participating Addendum as Exhibit 1 and as modified by this Participating Addendum, binds DAS and Contractor, but only for purposes of enabling DAS to contract for Band 2 - Microscopes from Contractor and not to contract for any other purpose, including Band 1 - Laboratory Equipment and Supplies, (“Excluded Purchases”).
3. The Contractor and DAS are not bound to any terms of the Master Agreement that exclusively relate to the Excluded Purchases or to any modifications to the Master Agreement dated after the date of this Participating Addendum.
4. For purposes of this Participating Addendum, references in the Master Agreement to the State of Idaho and the Lead State shall be interpreted to mean DAS.
5. The following sections of the Master Agreement are deleted in their entirety:
 - a. Article V (NASPO ValuePoint Provisions), Section 5.2.2 (State Imposed Fees).
 - b. Article VI (Pricing, Payment & Leasing), Section 6.3 (Leasing or Alternative Financing Methods).
 - c. Article X (Warranty), Section 10.6. and Section 10.7.
 - d. Article XII (Indemnification).
 - e. Article XIV (General Provisions), Section 14.1 (Records Administration and Audit).
 - f. Article XIV (General Provisions), Section 14.2 (Confidentiality, Non-Disclosure, and Injunctive Relief).
 - g. Article XIV (General Provisions), Section 14.11 (No Waiver of Sovereign Immunity).
 - h. Article XIV (General Provisions), Section 14.12 (Governing Law and Venue).
 - i. Appendix A (Scope of Work), Article III (Contractor Responsibilities and Tasks), Section G (State Purchasing Card).

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- j. Appendix A (Scope of Work), Article III (Contractor Responsibilities and Tasks) Section I (Records Maintenance and Reporting Requirements).
 - k. Appendix A (Scope of Work), Article III (Contractor Responsibilities and Tasks), Section N (Audit Rights).
6. Article III (Order of Precedence) is amended by deleting sections 3.1.4 and 3.1.5.
7. Article XIV (General Provisions), Section 14.6 (Cancellation) of the Master Agreement is amended by replacing the sentence "Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum." With the following:
- "DAS, through a duly authorized employee, may Terminate this Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Contract prior to such date".
8. The chart titled "RFP20232032 – Attachment 1 Exhibit 2 – Band 2 Microscope Pricing – Amendment 1" which immediately follows page 6 of Appendix A to the Master agreement is revised by deleting the title "RFP20232032 – Attachment 1 Exhibit 2 – Band 2 Microscope Pricing – Amendment 1" and substituting in its place the title: "Appendix B: Cost/Category Discounts – Band 2 Microscopes".
9. The Contractor shall comply with the Connecticut Standard Terms, which are attached as Exhibit 2. As used in this Participating Addendum and Exhibit 2, the capitalized word "Contract" is deemed to refer to this Participating Addendum and its exhibits.
10. The Master Agreement is modified by adding the NASPO price list as a new Exhibit 3 titled "Exhibit 3 – NASPO Price List".
11. To the extent that DAS or the Client Agency fails to meet its obligations under this Participating Addendum, the Contractor's exclusive remedies will be to seek redress in accordance with applicable Connecticut law, including the claims commissioner process set forth in Chapter 53 of the Connecticut General Statutes concerning claims against the State.
12. Nothing in the Master Agreement as modified by this Participating Addendum shall be construed as a modification, compromise or waiver by DAS or the State of Connecticut of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State of Connecticut or any of its officers and employees, which they may have had, now have or will have

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with respect to all matters arising out of the Master Agreement as modified by this Participating Addendum. To the extent that this section conflicts with any other section in the Master Agreement, this section shall govern.

13. Any Purchasing Entity or Client Agency may issue purchase orders against this Participating Addendum. "Purchasing Entity" or "Client Agency" means any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in the State of Connecticut and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Participating Addendum.

14. Primary Contacts

Participating Entity:

Name: State of Connecticut, Department of Administrative Services, Procurement Division

Address: 450 Columbus Blvd, S1202, Hartford, CT 06103

Contact: Arlene Watson-Paulin

Telephone: 860-713-5237

Email: arlene.watson-paulin@ct.gov

Contractor:

Name: Nikon Instruments, Inc.

Address: 1300 Walt Whitman Road, Melville, New York, 11747

Contact: Jacquelyn Perry

Telephone: 631-547-8526

Email: niiordercontracts@nikon.net

15. Orders

Any order placed by a Client Agency shall be deemed to be a sale under and governed by the prices and terms of Exhibit 1, the Master Agreement and this Participating Addendum.

All Purchase Orders shall contain the references "Master Agreement No. MA2024002" and "DAS Contract No. 23PSX0261AA."

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The parties are executing this Participating Addendum on the date below their respective signatures.

Nikon Instruments, Inc.

By: 

Printed Name: Andy Davis

Title: Director, Sales Date: May 29, 2024

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: 

Printed Name: Patrick DeConti

Title: Contract Team Leader

Date: 05/30/2024

APPROVED AS TO FORM
STATE OF CONNECTICUT
Office of the Attorney General

BY: _____

Name: Jeffrey Zeman

Title: Assistant Attorney General

Date:

Exhibit 1
Master Agreement

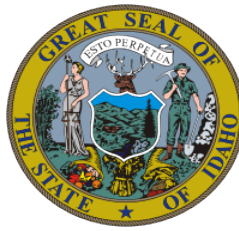


EXHIBIT 1 MASTER AGREEMENT

State of Idaho Contract MA2024002

Parties

Department of Administration, Division of Purchasing	Nikon Instruments, Inc.
Division of Purchasing 650 W. State St., Room 100 Boise, ID 83720-0075	Nikon Instruments, Inc. 1300 Walt Whitman Rd. Melville, New York 11747

Contract Summary

Contract Number MA2024002 Contract Title: Laboratory Equipment and Supplies Contract Effective: December 1, 2023	Service Start Date: March 1, 2024 Service End Date: February 28, 2029
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Recitals

1. This Master Agreement number MA2024002 for Laboratory Equipment and Supplies, Band 2 Microscopes ("the Master Agreement") is awarded in collaboration with NASPO ValuePoint by and through the Department of Administration, Division of Purchasing pursuant to state of Idaho solicitation number RFP20232032 ("the Solicitation").
2. The Contract is issued under the authority provided in the State Procurement Act, title 67, chapter 92, Idaho Code.
3. Nikon Instruments, Inc. ("Contractor") agrees to provide Property as detailed herein.

Agreement

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Embedded Software** means one or more software applications which permanently reside on a computing device.

- 1.4 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.
- 1.5 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. 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, the District of Columbia, and territories of the United States. 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.
- 1.8 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** 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 Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for five (5) years. The term of this Master Agreement may be amended beyond the initial term for three (3) 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. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will 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.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** 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, subject to Section III. For the purposes 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.
- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and 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.
- 4.4 Obligated Entities.** 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. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such

participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, 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 and as the Participating Entity has in the Participating Addendum, 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.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity'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.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**
- 5.2.1 NASPO ValuePoint Fee.** 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 must 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 a vendor's response to the Lead State's solicitation.
- 5.2.2 State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.
- 5.3 NASPO ValuePoint Summary and Detailed Usage Reports**

- 5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
- 5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.
- 5.3.5 Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- 5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor’s contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
- 5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and

confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All prices and rates must be guaranteed through the end of the 2024 calendar year. f

6.1.2 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 Lead 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 Lead State.

- 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2** **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the goods are 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, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3** **Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or 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.
- 7.3 Applicable Rules.** 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.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** 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.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** 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.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall 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, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, 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.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
- 7.6.2** A shipping address and other delivery requirements, if any;
- 7.6.3** A billing address;
- 7.6.4** Purchasing Entity contact information;
- 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
- 7.6.6** A not-to-exceed total for the products or services being ordered; and
- 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

- 7.7 Communication.** All communications concerning administration of Orders placed must 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.
- 7.8 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.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** Delivery is FOB Destination, inside delivery, to the Purchasing Entity's specified address unless otherwise agreed to by Purchasing Entity.. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense

incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications 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.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, 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.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 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 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) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, 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. Purchasing Entity's remedy under Section 10.3 shall be limited to repair, replacement, or refund detailed above.
- 10.4 Rights Reserved.** 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.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon delivery, as set forth in Section IX.

- 10.6** Contractor hereby disclaims all other warranties, conditions, or guarantees with respect to the subject matter of this agreement, whether statutory, written, oral, express, or implied including, without limitation, any warranty of merchantability, suitability, or fitness for a particular purpose.
- 10.7** To the extent permitted by law, Contractor's cumulative liability to any Purchasing Entity for any loss or damage resulting from any claim, demand, or action under this Agreement shall be limited to the greater of (a) the amount paid by Purchasing Entity to Contractor in the twelve months preceding the claim; or (b) one million dollars (\$1,000,000.00). The foregoing limitation of liability shall not apply to claims that are subject to this Master Agreement's general indemnification and intellectual property indemnification obligations.

XI. Product Title

- 11.1 Conveyance of Title.** 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.
- 11.2 Embedded Software.** Transfer of title to the Product must 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 will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, 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"), to the extent necessary to use the Product. The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, 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 tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement except to the extent that such claims, damages or causes of action are a result of the negligence or willful misconduct of NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, or their officers or employees..
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("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 of another person or entity ("Intellectual Property Claim").
- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required 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

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 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 the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 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 the Intellectual Property Claim 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.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 Class. 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 Insurance 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.

13.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance 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 and \$2 million general aggregate;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a 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.

13.5 Notice of Endorsement. 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) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State 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 will 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, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** 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 will 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 will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** 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.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 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.
- 14.2.1.1** 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").
- 14.2.1.2** 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.
- 14.2.1.3** 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.

- 14.2.2 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.
- 14.2.2.1** 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.
- 14.2.2.2** 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.
- 14.2.2.3** 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.
- 14.2.2.4** 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.
- 14.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary 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.
- 14.2.4 Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5 NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead

State of the identity of any entity seeking access to the Confidential Information described in this subsection.

- 14.2.6 Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

- 14.3.1** 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.
- 14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

- 14.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Contractor shall 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.

- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has 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 shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (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 will 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, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
 - 14.8.1.3** 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;
 - 14.8.1.4** 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
 - 14.8.1.5** Any default specified in another section of this Master Agreement.

- 14.8.2** 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 fifteen (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 will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** 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:
- 14.8.3.1** Any remedy provided by law;
 - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
 - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
 - 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
 - 14.8.3.5** Suspension of Contractor's performance; and
 - 14.8.3.6** Withholding of payment until the default is remedied.
- 14.8.4** Unless otherwise 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 shall 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 an 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 will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
- 14.9 Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. 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 will 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, any Participating Addendum, or any Purchase Order.
- 14.10 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 public procurement or contracting 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.
- 14.11 No Waiver of Sovereign Immunity**
- 14.11.1** In no event will 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.

- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the 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.

14.12 Governing Law and Venue

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will 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 will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

- 14.12.2** 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 state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will 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 will be in the Purchasing Entity's state.

- 14.12.3** 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; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state 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 in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

- 14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

Signatures

Division of Purchasing

Signature: Chelsea Robillard

Name: Chelsea Robillard

Title: State Purchasing Manager

Date: December 4, 2023

Nikon Instruments, Inc.

Signature: 

Name: Andy Davis

Title: Director, Sales

Date: 12-4-2023

Attachments

Appendix A – Scope of Work

Appendix B – Cost/Category Discounts

Appendix A

SCOPE OF WORK

I. Master Agreement Objectives

The purpose of this competitive solicitation is to develop contracts for the purchase of laboratory equipment and supplies. The RFP is requesting proposals on two (2) defined bands ("Bands") of laboratory equipment and supplies, as follows:

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

Band 2 MICROSCOPES

Offerors responding to Band 1, Full-Line Catalog and/or Band 2, Microscopes MUST accept orders from and extend contract prices to all 50 states and U.S. territories, to include qualified public entities and qualified non-profits.

II. Master Agreement Deliverables

A. 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.

B. BAND 2 - MICROSCOPES

Microscopes including parts and components (e.g. illuminators, condensers, eyepieces, objectives, filters, stands, arms, bulbs, heads, power supplies, cases, dust covers, workbenches, cameras, monitors, keyboards, mice, software, maintenance, and support 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
- Electron Microscopy sample preparation
- Confocal instruments
- 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

A. 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.)

III. Contractor Responsibilities and Tasks

A. Ordering

1. Contractor must provide and maintain a toll-free phone number for order placement. At a minimum the buyer shall be able to place an order, inquire about orders, and be provided price and availability information. Contractor must establish a wait time to place an order of less than 3 minutes. The toll-free number must also provide customer service Monday-Friday, 8am-8pm EST.
2. Contractor must accept orders via email.
3. Contractor must provide and maintain an Internet-based ordering system consisting of a website that is accessible by both the Purchasing Entity and the Lead State, for the resulting contract. **This requirement is mandatory for Band 1 and optional for Band 2.** The web site, at a minimum, must:
 - a. Allow Participating Entities and Purchasing Entities to search Contractor's catalog based on key word, brand name, description, etc.
 - b. Provide List Price, Discount information and Contract Pricing for the Purchasing Entity (which may vary based on an individual state's Administrative Fee).
 - c. Allow Participating Entities and Purchasing Entities to place an order on-line, with a secure means for storing procurement card information.
 - d. Provide tracking/status information after an order is submitted.
 - e. Maintain a database for each Participating Entity. Purchasing Entities shall be identified by a unique number. The database shall include a comprehensive sales record that includes all sales for that Purchasing Entity for the life of the contract. The sales record shall include at a minimum: the date and status of each order (including the date of shipment); the quantity and pricing; as well as the contact information for the individual at the Purchasing Entity that placed the order.
 - f. Provide training materials and FAQs for use of the website and the contract, as well as troubleshooting tips.
 - g. Provide contact information for ordering, billing, credit, service, and other complaints/issues.
 - h. 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.
 - i. The awarded Contractor(s) will have a maximum of sixty (60) calendar days after award to post their fully functional NASPO ValuePoint webpage on their company website. Failure to meet the sixty (60) day requirement will be considered a default and may lead to cancellation of the award.

4. Back-Orders

Contractor must take every available precaution to prevent back-order and out-of-stock contract items necessary for the operation of the Purchasing Entities' facilities. Contractor shall provide communication for back-ordered and/or out-of-stock contracted items. Contractor shall provide assistance to accommodate alternative/substitution items for products that are back-ordered or out-of-stock. Contractor must make effort to provide a price match in the event that the substitution item price is greater than the back-ordered item contract price.

B. Packaging and Delivery

1. Delivery is FOB Destination, inside delivery, to the Purchasing Entity's specified address unless otherwise agreed to by Purchasing Entity.
2. For items ordered under Band 2, Contractor will ship within 45 days, unless otherwise agreed to by Purchasing Entity, after receipt of order (ARO).
3. All other equipment and supplies must be delivered within seven (7) days ARO, unless a longer delivery time is agreed to by the Participating Entity. Contractor will be required to notify the Purchasing 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 Purchasing Entity may cancel the order without penalty, and make the purchase elsewhere.
4. Delivery FOB destination must be included in pricing, no additional delivery fees may be charged except for items identified below. If any items ordered have special packaging (e.g. dry ice, hazardous materials), handling (e.g. next day delivery required), lift gate delivery or a special pricing arrangement has been made between the manufacturer and the Participating Entity 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.
5. Contractor shall properly package and handle all items ordered under the resulting Contract, in accordance with industry standards and all applicable regulations.
6. Any products offered with an applicable shelf life must be date stamped (including gloves).

C. Late Delivery And Failure To Deliver

Contractor must deliver the equipment and supplies ordered pursuant to the resulting Master Agreement in accordance with all of the terms and conditions contained in the Master Agreement. Repeated failure to meet specified delivery requirements may result in Master Agreement termination, or the Lead 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 Section III.B above but may agree to shorter timeframes with Purchasing Entities for specific orders.

D. Return of Items

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 Purchasing Entity, with no restocking charge. If the original packaging cannot be utilized for the return, Contractor must supply the Purchasing 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 Purchasing 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 Purchasing Entity must receive a credit or refund for the purchase price, at the Purchasing Entity's discretion.

2. Purchasing Entity Error

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

E. Invoicing

DO NOT INVOICE THE IDAHO DIVISION OF PURCHASING.

Contractor will invoice the Purchasing Entity which placed the order. 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 Participating Entity.

F. Customer Account Numbers

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

G. State Purchasing Card

In order to be considered for award, the successful vendor must accept both VISA and MasterCard Procurement/Purchasing Cards to a maximum payment value of ten thousand dollars (\$10,000).

H. Training

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

I. Records Maintenance and Reporting Requirements

Records Maintenance: Contractor must maintain books, records, documents, and other evidence pertaining to this Master Agreement as required in Attachment D.

Reporting Requirements: Contractor must provide summary and detailed usage reports as required in Attachment D and as required by individual states and Participating Entities.

J. Customer Service Requirements

The Contractor must offer sufficient customer service support to ensure timely delivery, competent technical support for the products, and profession and timely response and resolution to any issues.

K. Sustainability

The Contractor should promote corporate and local sustainability practices by aiming to reduce adverse effects on human health and the environment for the entire product lifecycle, including energy, water, safety, delivery, storage, packaging and training.

L. Cost

1. Discounts to Remain Firm or Greater

The percentage category discounts from the Contractor's submitted price worksheet is not to decrease for all updates or revisions of Contractor's price worksheet 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.

2. Price Negotiation During Contract Term

Contractor is expected to continuously negotiate with manufacturers to obtain improved discounts and extend improved pricing to Participating Entities. Contractor must agree to negotiate in good faith to establish ceiling prices or other more favorable terms and conditions between the Contractor and manufacturer that are applicable to future orders during the term of the Contract.

3. Price Lists and Updates

Contractor must furnish a "hard copy" and/or an electronic copy (at Lead 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 (Participating Entity's option) to all Purchasing 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. Updated price lists may include new items but may not increase the price of items which previously appeared unless the price increase is requested in accordance with Section M below. Updates must be simultaneous for the entire line of products. All price lists and website access/ordering capabilities must be supplied to the Participating Entities at no additional cost. Contractor must not add new replacement products for the purpose of a price increase. SKUs shall be consistent, and Contractor shall document discontinued items in writing when submitting replacement products.

4. 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.

5. Additional Manufacturer Discounts

For contract items, the Contractor agrees to allow any particular Participating 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 Participating 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 Participating Entity.

M. Price Changes

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 Participating Entities.
2. All discounts offered must remain firm or higher during the term of the contract.
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 Lead 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 Lead State.

N. 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.

O. 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.

P. Contractor Insurance Requirements

The Contract shall minimally meet insurance requirements as defined in the Master Agreement. Participating Entities may have different insurance requirements.

RFP20232032

Attachment 1 Exhibit 2 - Band 2 Microscope Pricing - Amendment 1

Instructions:

The Offeror must respond with the following information (in yellow highlighted cells) for items proposed:

- **Discount Percent Off List:** Enter minimum discount percentage that will be applied to all catalog items.

Offeror Name:

Nikon Instruments Inc.

1. Evaluation Plan Stage 3 Minimum Discount Off List

Minium Discount Percent Off List:	4%
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Category	Discount Percent off List
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Student Microscopes	7%
Compound Microscopes	7%
Stereo Microscope	7%
Polarizing Microscopes	7%
Inverted Microcopes	7%
Confocal Microscopes	4%
3rd Party Accessories	4%
Clinical Microscopes	7%

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1. Definitions

The following definitions apply to this Contract:

a. Business Day

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.

b. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

c. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

d. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, or State.

e. Contractor Parties

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity.

f. Deliverable

Each (1) Good, Service or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a

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combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

g. **Reserved**

h. **Effective Date**

The date that the Connecticut Attorney General's Office approves this Contract, as evidenced by its signature.

i. **Goods or Services**

Goods, Services or both, as specified in this Contract.

j. **Reserved**

k. **Reserved**

l. **Reserved**

m. **Perform**

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

n. **Purchase Order**

A written or electronic document that the Client Agency issues for one or more Deliverables in accordance with the terms of this Contract.

o. **Records**

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

p. **Services**

The labor or work, necessary or appropriate for the Contractor to Perform.

q. **Reserved**

r. **Statement of Work ("SOW")**

Statement issued in connection with a Purchase Order for a Deliverable available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

s. **Reserved**

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Connecticut Standard Terms

t. Term

The original term of this Contract is consistent and coterminous with the term set forth in the Maser Agreement, as the Master Agreement may be amended.

u. Termination

An end to this Contract prior to the end of its Term.

2.1 Whistleblower Provision

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

2.2 Forum and Choice of Law

The parties deem this Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

2.3 Sovereign Immunity

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

2.4 Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the

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State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

2.5 Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

2.6 Executive Orders and Other Enactments

- a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its Term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to Perform under this Contract if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.
- b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

2.7 Nondiscrimination

- a. For purposes of this Section, the following terms are defined as follows:

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Connecticut Standard Terms

1. "Commission" means the Commission on Human Rights and Opportunities;
2. "Contract" and "contract" include any extension or modification of the Contract or contract;
3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
9. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
10. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

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- b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f. The Contractor agrees to comply with the regulations referred to in this Section as they

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exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

- g. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

2.8 Indemnification

- a. Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Contract for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims

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concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- b. Contractor shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- c. Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.
- d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims or both.
- e. Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract.
- f. This Section shall survive the Termination of this Contract and shall not be limited by reason of any insurance coverage.

2.9 Tangible Personal Property

- a. Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - 1. For the Term, Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - 2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - 3. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Contract if any, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - 4. Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - 5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

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Connecticut Standard Terms

- b. For purposes of this Section of this Contract, the word "Affiliate" means any person, as defined in section 12-1 of the Connecticut General Statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- c. Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

2.10 Audit and Inspection of Plants, Places of Business and Records

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Contract.
- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a Breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract.
- e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. Contractor shall cooperate fully with the State and its agents in connection with an audit

Exhibit 2
Connecticut Standard Terms

or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

- g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

2.11 Protection of Confidential Information

- a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.
- b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
 - 3. A process for reviewing policies and security measures at least annually;
 - 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.
- c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a-701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and

Exhibit 2
Connecticut Standard Terms

shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.

- d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

2.12 Reserved

2.13 Reserved

2.14 Reserved

2.15 Reserved

2.16 Reserved

2.17 Reserved

2.18 Reserved

2.19 Reserved

2.20 Reserved

2.21 Reserved

2.22 Data: Access

- a. Access to Contract and State Data.

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

2.23 P-Card (Purchasing Credit Card)

- a. Purchases may be made using the State of Connecticut Purchasing Card Program ("P-Card Program or P-Card") in accordance with sections 4-98(c) and 42-133ff(a) of the Connecticut General Statutes.
- b. Contractor shall be equipped to receive orders issued by the Client Agency using the P-Card Program. The Contractor shall be responsible for the credit card user-handling fee

Exhibit 2

Connecticut Standard Terms

associated with P-Card Program purchases. The Contractor shall charge to the P-Card only upon acceptance of Goods delivered to the Client Agency or rendering of Services.

- c. The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.
- d. Questions regarding the state of Connecticut P-Card Program may be directed to the Procurement Card Program Administrator at DAS.PCardAdmin@ct.gov.

2.24 Reserved

2.25 Iran Energy Investment Certification

- a. Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

2.26 Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- b. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such

Exhibit 2
Connecticut Standard Terms

public official or State employee; and

- c. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

2.27 Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

2.28 Reserved

2.29 Reserved

2.30 Disclosure of Records Concerning Governmental

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

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Connecticut Standard Terms

2.31 Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, **except for the agreements listed below**. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are:

Description of services provided:

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES:

Name of Former State Agency

Termination Date of Employment

Exhibit 3
NASPO Price List

NASPO Price List

Product Code	Description	NASPO Net	Qty Break 5+ 10% EI and SI Microscope
76342	6V-10W BULB F/SMZ-1	\$ 13.02	
76950	45MM DIDYMIUM FILTER FOR HE	\$ 130.20	
76998	LENS TISSUE BOOK 50 SHEETS 4X6	\$ 3.72	
77002	IMMERSION OIL TYPE A 1/4 OZ	\$ 8.37	
77004	IMMERSION OIL TYPE B 1 OZ	\$ 9.30	
77005	IMMERSION OIL TYPE 37 1 OZ	\$ 11.16	
77006	IMMERSION OIL HF - 1 OZ NON-FLUORESCING	\$ 12.09	
77007	IMMERSION OIL LDF 1 OZ NON-FLUORESCING	\$ 12.09	
77010	IMMERSION OIL TYPE A 1 OZ	\$ 20.46	
78589	MERCURY BULB, USH102DH	\$ 254.82	
78590	HBO100W/12 LAMP F/MBF12321 HBO103W/2	\$ 208.32	
79035	POWER CORD (LEAD FREE UL LISTED)	\$ 13.95	\$ 13.50
79036	POWER CORD R ANGLE (LEAD FREE UL LISTED)	\$ 13.95	\$ 13.50
79090	FILTER 45MM BLUE	\$ 44.64	
83074	25MM RETICLE - 10MM SCALE - 400 SQUARES	\$ 66.96	
83075	25MM RETICLE - CROSSLINE - 100 DIVISIONS	\$ 91.14	
83314	6V/20W HALOGEN BULB W/REFLECTOR	\$ 32.55	
83326	180MM BLACK ANODIZED PLATE F/83311	\$ 92.07	
83350	DUPLEX EPI/DIA FOCUSING STAND	\$ 432.45	
83351	15W QH BLB F/DUPLEX EPI/DIA FOCUS STAND	\$ 16.74	
83352	5W FL BULB FOR DUPLEX EPI/DIA FOCUS STND	\$ 19.53	
83359	NII-LED FIBER OPTIC ILLUMINATOR	\$ 474.30	
83360	C-FLUOR RING LIGHT	\$ 292.02	
83361	FL-150 WHITE BULB /F83360 FL RINGLIGHT	\$ 64.17	
83363	C-FOCUS LENS-GOOSENK LIGHT PIPES-SPRG LD	\$ 44.64	
83364	C-NI-150 FS LGHT SRCE W/FTSW-ON/OFF CONT	\$ 542.19	
83365	C-NI-150 FBR OPTIC SORCE W/HEAT FLT 115V	\$ 451.05	
83366	RINGLIGHT C FOR SMZ 445/800/1000/1500	\$ 452.91	
83367	POLARIZER FOR RINGLIGHT C	\$ 294.81	
83369	C-ADPTR & FBR OPTIC CBLE F/C-DS DIA STND	\$ 361.77	
83370	DUAL GOOSENECK W/ FOC LEN ATTACH TO STAND	\$ 518.94	
83371	C-DUAL GOOSENECK LIGHT PIPES	\$ 252.03	
83372	C-SINGLE GOOSENECK LIGHT PIPE	\$ 199.95	
83374	C-RINGLIGHT A, F/SMZ-745/645/660 (ONLY)	\$ 418.50	
83376	C-HEAT FILTER	\$ 64.17	
83377	C-DAYLIGHT CORRECTION FILTER	\$ 79.98	
83378	C-FILTER HOLDER	\$ 64.17	
83380	EKE 21 VOLT 150 WATT BULB FOR C-NI-150	\$ 25.11	
83381	C-EKZ 10.8V/30W BULB FOR C-NI-30	\$ 23.25	
83388	POLARIZING CAPS FOR LIGHT PIPES	\$ 57.66	
83420	SMZ1270/800N P-EFLC BFP AT FILTER SET	\$ 1,218.30	
83421	SMZ1270/800N P-EFLC ECFP AT FILTER SET	\$ 1,218.30	
83422	SMZ1270/800N P-EFLC GFP LP AT FILTER SET	\$ 1,218.30	
83423	SMZ1270/800N P-EFLC GFP BP AT FILTER SET	\$ 1,218.30	
83424	SMZ1270/800N P-EFLC EYFP AT FILTER SET	\$ 1,218.30	
83425	SMZ1270/800N P-EFLC TRITC AT FILTER SET	\$ 1,218.30	

NASPO Price List

84125	HALOGEN LAMP 12V-100W L.L.	\$	26.97	
84246	6V-30W BULB	\$	16.74	
84372	SFTU-1 OPTIONAL MTG KIT FOR CI-NI	\$	451.05	
84448	TPI-TS2X THERMO PLATE F/TS2 MECH STAGE	\$	2,999.25	
84449	TPI-TCSX THERMO PLATE F/TS2R & TI2 STAGE	\$	2,999.25	
84450	TPI-108RX THERMO PLATE F/TI,TS100 & TS2	\$	2,999.25	
84457	TPI-SX THERMO PLATE F/UPRIGHT MICROSCOPE	\$	2,418.00	
90453	ECLIPSE EI R STG HNDL BINOC-OIL OBJ SET	\$	1,390.35	\$ 1,345.50
90454	ECLIPSE EI L STG HNDL BINOC-OIL OBJ SET	\$	1,448.94	\$ 1,402.20
90455	ECLIPSE EI R STG HNDL TRINOC-OIL OBJ SET	\$	1,946.49	\$ 1,883.70
90456	ECLIPSE EI L STG HNDL TRINOC-OIL OBJ SET	\$	2,044.14	\$ 1,978.20
90457	ECLIPSE SI R STG BINOC-OIL OBJ SET	\$	2,867.19	\$ 2,774.70
90458	ECLIPSE SI R STG HNDL TRINOC-OIL OBJ SET	\$	3,374.04	\$ 3,265.20
90838	MOUNTING ADAPTER FOR TS2 (SPECIAL ORDER)	\$	1,534.50	
90942	UNIV-D35 35MM DISH ATTACHMENT	\$	598.92	
90945	UNIV-SC SLIDE & CHAMBER SLIDE ATTACHMENT	\$	598.92	
90954	INUH-TIZSH N-SIM INCUBATOR W/ONE FLOW ME	\$	15,840.00	
91155	NULL MODEM CABLE 10 FT	\$	12.09	
91158	50/50 MIRROR FOR PA-GFP ILLUM	\$	130.20	
91159	FULL ENHANCED (AG) MIRROR TIRF & PA-GFP	\$	283.20	
91160	FULL MIRROR (AL) TIRF & PA-GFP	\$	134.40	
91989	Ti/Ti2 PIEZO STAGE INSERT W/ USB CNTRLR	\$	12,213.69	
92005	EI TRI-NOC DRY OBJ SET & WIFI CAMERA	\$	2,536.11	\$ 2,454.30
92006	EI TRI-NOC OIL OBJ SET & WIFI CAMERA	\$	2,844.87	\$ 2,753.10
92010	SI TRI-NOC DRY OBJ SET & WIFI CAMERA	\$	3,780.45	\$ 3,658.50
92011	SI TRI-NOC OIL OBJ SET & WIFI CAMERA	\$	4,222.20	\$ 4,086.00
92012	SMZ-745T/LED EPI/DIA STAND-WIFI CAM-BNDL	\$	4,157.10	
92080	ECLIPSE MICROSCOPE PAD	\$	35.34	\$ 34.20
92405	CI-S/L CARRYING CASE W/ERGO OR C-TB BINO	\$	836.07	
92620	I SERIES PLAIN STAGE	\$	348.75	
96221	C-FL AT DAPI/HOECHST/ALEXA FLUOR 350	\$	958.83	
96223	C-FL AT ECFP/CERULEAN	\$	958.83	
96226	C-FL AT EGFP/FITC/CY2/ALEXA FLUOR 488	\$	958.83	
96227	C-FL AT EYFP/VENUS/CITRINE	\$	958.83	
96229	C-FL AT TRITC/CY3/TagRFP/ALEXA FLUOR 546	\$	958.83	
96231	C-FL AT TEXAS RED/mCHERRY/ALEXA FLUOR 594	\$	958.83	
96232	C-FL AT CY5/ALEXA FLUOR 647/DRAQ 5	\$	958.83	
96240	C-FL 385nm LED FILTER SET	\$	958.83	
96241	C-FL 455nm LED FILTER SET	\$	958.83	
96242	C-FL 470nm LED FILTER SET	\$	958.83	
96243	C-FL 505nm LED FILTER SET	\$	958.83	
96244	C-FL 525nm LED FILTER SET	\$	958.83	
96245	C-FL 560nm LED FILTER SET	\$	958.83	
96246	C-FL 590nm LED FILTER SET	\$	958.83	
96247	C-FL 625nm LED FILTER SET	\$	958.83	
96378	C-FLL LFOV QUAD D/F/T/CY5 LED FILTER SET	\$	2,679.33	
96398	C-FL QUAD D/F/T/CY5 LED FILTER SET	\$	1,691.67	
97050	USB 2.0 A-B DEVICE CABLE 15'	\$	13.02	
97060	DS-FI3 CAM PKG W/USB-C/TABLET/KYBD	\$	6,589.05	

NASPO Price List

97061	NIS-L TABLET SUPPORT KIT	\$	427.80
97164	NIS-ELEMENTS D W/ IMAGING SOURCE BUNDLE	\$	2,445.90
97172	NIS-ELEMENTS MODULE: SLIDE LOADER	\$	4,179.42
97173	NIS-ELEMENTS MODULE: INCUBATION CONTROL	\$	940.23
97335	C-NSTORM QUAD 405/488/561/647 FILTER SET	\$	4,247.04
97338	C-NSTORM QUAD 405/488/561/640 FILTER SET	\$	4,247.04
98301	AX FILTER 405/445/514/594/730	\$	1,910.40
98302	AX FILTER 405/488/561/640/730	\$	1,910.40
98303	AX DUX ST2 V4 CUBE	\$	1,723.20
98306	AX DUX ST2 445/514	\$	1,147.20
98307	AX DUX ST2 488/561	\$	1,147.20
98308	AX DUX CFP 445	\$	792.00
98309	AX DUX ST4 YFP/MCHERRY514/594	\$	1,147.20
98310	AX DUX-VB V4 CUBE	\$	1,644.48
98312	AX DUX-VB 640SP	\$	792.00
98313	AX FILTER DUX-VB 730SP	\$	1,147.20
98701	DUX-ST 2CH MA	\$	26,982.72
98702	DUX-VB 2CH GaAsP	\$	62,359.68
98703	DUX-ST 4CH 2 GaAsP + 2MA	\$	45,870.72
98704	DUX-VB 4CH GaAsP	\$	98,486.40
98705	DUX-VB 4CH 3 GaAsP + 1MA	\$	93,839.04
98721	AX-R 2K SCAN HEAD & CONTROLLER	\$	190,451.52
98722	AX UPGRADABLE SCAN HEAD & CONTROLLER	\$	124,800.00
98723	AX GALVO-ONLY SCAN HEAD & CONTROLLER	\$	77,578.56
98725	AXR NSPARC SYSTEM	\$	283,411.20
98726	AX-GALVO NSPARC SYSTEM	\$	205,617.60
99129	CSU-W1 DUAL DISK SINGLE CAM 50UM/50UM SR	\$	307,296.00
99136	CSU-W1 DL DSK SNGL CAM 50/50UMSR LSR SYS	\$	408,735.36
99158	CSU-W1 DUAL DISK DUAL CAM 50UM/50UM SR	\$	330,396.00
99186	CSU-W1 DL DSK DL CM 50UM/50UM SR LSR SYS	\$	431,835.36
99226	445/514/594 CSU W1 DICHROIC 22.2X25.0 MM	\$	1,910.40
99229	405/488/594 CSU W1 DICHROIC 22.2X25.0 MM	\$	1,910.40
99237	445/515/561 CSU W1 DICHROIC 22.2X25.0 MM	\$	1,910.40
99256	4 x 6 x 8" TABLE FOR SIM/STORM	\$	6,518.40
99257	ISOLATORS AND TABLE BASE FOR 4X6 TABLE	\$	5,419.20
99258	OVERHEAD SHELF FOR 6' TABLE	\$	2,251.20
99275	LIVE SR OPTCL SUPR RESOL BUNDLE F/CSU-W1	\$	27,360.00
99298	CSU-W1 ADPTR F/TI2 SNGL LAYER 0.95X MAG	\$	3,447.84
99343	A1/C2 447/57 EMISSION SET FOR 405	\$	782.40
99344	A1/C2 521/42 EMISSION SET FOR 488	\$	782.40
99345	A1/C2 600/45+650LP FOR 561/640 EM	\$	1,080.00
99433	A1 C2 EM 488/10 [488-R]	\$	816.96
99911	N-SIM TWO CAMERA ADAPTOR	\$	11,644.80
99923	CSU-W1 50UM PH SINGLE DISK 1 CAMERA SYS	\$	121,484.36
99924	CSU-W1 50UM PH SINGLE DISK 2 CAMERA SYS	\$	140,472.89
99925	CSU-W1 DUAL DISK 1 CAMERA SYSTEM	\$	172,120.43
99926	CSU-W1 DUAL DISK, 2 CAMERA SYSTEM	\$	191,108.96
99927	CSU-W1 50UM PH SINGLE DISK 1 CAM W/LASER	\$	222,921.60
99928	CSU-W1 50UM PH SINGLE DISK 2 CAM W/LASER	\$	241,913.76

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99929	CSU-W1 DUAL DISK 1 CAMERA SYS W/LASER	\$	273,562.08	
99930	CSU-W1 DUAL DISK 2 CAMERA SYS W/LASER	\$	292,548.96	
99933	DM A561LP	\$	1,265.90	
99934	DM A514LP	\$	1,265.90	
99935	DUMMY GLASS	\$	379.77	
99936	FULL MIRROR	\$	632.96	
99937	DM 405/488/561	\$	1,898.86	
99938	DM 445/514/640	\$	1,898.86	
175960	27MM RETICLE 5MM SCALE	\$	93.00	\$ 90.00
175961	27MM RETICLE 10MM SCALE	\$	93.00	\$ 90.00
175962	27MM RETICLE 1MM SQUARE	\$	93.00	
175966	27MM 90 DEG CROSSLINE WITH 10MM SCALE	\$	93.00	
175971	27MM WALTON BECKETT A RETICLE	\$	241.80	
175976	MILLER COUNT RETICLE-CORNER SQUARE-27MM	\$	93.00	
9503239	6V-0.2A F/TEACHING HEAD-MXA20093 RPLCMNT	\$	12.09	
77010575	NIS-ELEMENTS LIM2D/3D BATCHDECON OFFLINE	\$	8,816.40	
77010576	NIS-ELEMENTS 2 COPIES BATCH DECON OFFLIN	\$	15,038.10	
77010577	NIS-ELEMENTS 3 COPIES BATCH DECON OFFLIN	\$	19,705.77	
77010578	NIS-ELEMENTS 5 COPIES BATCH DECON OFFLIN	\$	30,336.60	
77010579	NIS-ELEMENTS ADD BATCH OFFLINE LIM DECON	\$	1,347.57	
77010584	NI DAQ HW BOX	\$	279.00	
77010591	NIS-ELEMENTS HASP RECONFIGURATION FEE	\$	139.50	
77010598	NIS-ELEMENTS MODULE: MIGHTEX POLYGON DMD	\$	1,148.55	
77010599	NIS-ELEMENTS MOD: SNGL PARTICLE TRACKING	\$	488.25	
77010601	NIS-ELEMENTS MOD: ADD ON TRIP/QUAD CAM	\$	3,124.80	
77010604	NIS-ELEMENTS MOD: GEN ANALYSIS 2 AND 3	\$	2,827.20	
77010607	NIS-ELEMENTS MOD: MEASUREMENT SEQUENCER	\$	732.84	
77010609	NIS-ELEMENTS AR PASSIVE BUNDLE	\$	10,486.68	
77010611	NIS-ELEMENTS NETWORK HASP	\$	418.50	
77010612	NIS-ELEMENTS: BACK APERTURE OBSERVATION	\$	390.60	
77010613	NIS-ELEMENTS: OPTOGENETICS ACQUISITION	\$	1,074.15	
77010618	NIS-ELEMENTS MODULE: FLUOR LIFETIME IMAG	\$	1,904.64	
77010620	NIS-ELEMENTS BATCH DENOISE LICENSE	\$	2,784.42	
77010621	NIS-ELEMENTS BATCH DENOISE 2 LICENCES	\$	4,636.05	
77010622	NIS-ELEMENTS BATCH DENOISE 3 LICENCES	\$	6,089.64	
77010623	NIS-ELEMENTS BATCH DENOISE 5 LICENCES	\$	9,395.79	
77010626	NIS-ELEMENTS AR PASSIVE NETWORK 1 LIC	\$	4,371.00	
77010627	NIS-ELEMENTS AR PASSIVE NETWORK 3 LIC	\$	12,326.22	
77010628	NIS-ELEMENTS AR PASSIVE NETWORK 5 LIC	\$	20,106.60	
77010629	NIS-ELEMENTS C NETWORK LICENSE	\$	10,779.63	
77010630	NIS-ELEMENTS HC NETWORK LICENSE	\$	16,653.51	
77010631	NIS-ELEMENTS AR ACTIVE NETWORK LICENSE	\$	7,843.62	
77010632	NIS-ELEMENTS AR ML NETWORK LICENSE	\$	5,400.51	
77010633	NIS-ELEMENTS iLAS2 TIRF DRIVER	\$	2,325.00	
77010637	NIS-ELEMENTS MODULE: DeepSIM	\$	2,929.50	
77011383	NIKON REMOTE FOCUS KIT W/ CONTROLLER	\$	3,278.25	
77011461	NI-U SCOPE ADAPTER FOR NIKRFK	\$	1,999.50	
77011678	GSP450 WELL PLATE HOLDER	\$	632.40	
77011682	QGNPS083-NI 600UM Z PIEZO STG KIT	\$	12,675.90	

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77012508	LSR INTRLCK CBLE F/NIDAQ-CNTRLD LUNV/LN4	\$	48.00
77012516	AX 4+4 LASER CONTROL CABLE	\$	528.00
77012519	AX LUNF INTERLOCK CABLE	\$	144.00
77012521	AX 6+2 LASER CONTROL CABLE	\$	528.00
77012522	TRIGGER CABLE/D-LEDI W/BNC CONNECTORS	\$	93.00
77012801	6 FOOT MALE TO MALE BNC CABLE	\$	14.40
77012815	N-SIM 2 CAMERA CONNECTION KIT	\$	120.00
77012831	6FT USB 2.0 A TO MINI-B 5-PIN CABLE	\$	14.40
77012905	F3U139-10 10' USB 2.0 TO 5PIN MINI-B CBL	\$	14.74
77013066	LENS CLEANING SOLUTION 1 OZ SPRAY BOTTLE	\$	3.72
77013067	LENS CLEANING SOLUTION 6 OZ BOTTLE	\$	5.58
77013207	110 PIN HIROSE TO 100 PIN 3M, 3 METERS	\$	398.40
77013226	NI BNC-2110 SHIELDED BREAK OUT BOX	\$	772.80
77013227	NI SHC68-68-EPM SHIELDED CABLE	\$	225.60
77013238	NIDAQ ACCESSORY KIT	\$	72.00
77013240	NIIPXI-1033 CONTROLLER	\$	2,395.20
77013241	NII PXI 6723 DAQ	\$	2,918.40
77013244	LUNV NIDAQ CONTROLLER	\$	13,920.00
77013245	USB3.0 A TO MICROB ANGLD W/LCK SCRWB, 3M	\$	38.40
77013809	SMALL CLAMPING FORK, 1.25"	\$	19.15
77013851	W-1 BREADBOARD KIT	\$	796.80
77014398	ET525/50M EMISSION FILTER, 25MM	\$	312.00
77014400	ET700/75M EMISSION FILTER 25MM	\$	312.00
77014567	ET455/50M, DAPI-ET EMISSION FILTER 25MM	\$	312.00
77014654	ET605/70M EMISSION FILTER, 25MM	\$	312.00
77014724	ET450/50M, EMISSION FILTER, 25MM	\$	312.00
77014759	89101M EM FLTR DAPI/FITC/TRITC/CY5, 25MM	\$	552.00
77014803	ET525/36M EMISSION FILTER, 25MM	\$	336.00
77015966	FF01-785/62-25 EM FLTR MTD EM POS TI CBE	\$	722.88
77019687	DEMO 30" LED IPS MONITOR, Z30I	\$	1,713.60
77019717	DEMO Z840 ADVANCED BIOSYS WORKSTATION	\$	6,528.00
77019738	31.5" Z32 4K UHD DISPLAY	\$	1,435.20
77019739	DEMO 27" Z27 4K UHD DISPLAY	\$	955.20
77019743	DEMO Z8 ADVANCED BIOSYSTEMS WORKSTATION	\$	12,398.40
77019744	Z8 ZENITH WORKSTATION V2	\$	17,232.00
77019756	DEMO Z4 ADVANCED IMAGING WORKSTATION V3	\$	8,160.00
77019757	DEMO Z4 ADVANCED BIOSYS WORKSTATION V3	\$	10,512.00
77019761	4-PORT RS-232 SERIAL ADAPTER PCIE CARD.	\$	187.20
77020502	USB CMOS CAMERA FOR N-SIM ALIGNMENT	\$	547.20
77023027	DEMO NI-BB TRIGGERED DEVICE HUB W/6323	\$	3,931.20
77023043	AX PRIZM 2ND INPUT 50/50 BEAMSPLITTER	\$	1,915.20
77025166	TIZ-WX/BX/W/B ADPTR F/TI2 XY MTRZ STG	\$	912.00
77026047	IXON ULTRA DU897 EMCCD	\$	44,434.56
77033028	OBJECTIVE ADAPTER, RMS M TO CFI F	\$	115.20
77045075	16MM FIXED FOCAL LENS-MAN FOCUS	\$	172.80
77046507	FN1 PIEZO FCSNG ELMT W/M32&M25 ADPTRS	\$	12,532.80
77049093	P15 TC AIR COMPRESSOR FOR VIT, 110V	\$	945.60
77049300	PC120/4 C QUIET OIL FREE COMPRESSOR	\$	1,872.00
77050311	750x900MM; 30X36 VIT PACKAGE	\$	8,520.00

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77050312	900x900MM; 36X36 VIT PACKAGE	\$	8,760.00	
77050313	900x1200MM; 36X48 VIT PACKAGE	\$	9,345.60	
77050314	900x1500MM; 36X60 VIT PACKAGE	\$	9,888.00	
77050315	900X1800MM; 36X72 VIT PACKAGE	\$	10,416.00	
77054081	DEMO-ORCA-FLASH4.0SCI CMOS;USB 3.0,30FPS	\$	15,840.00	
77054082	CAMERA LINK OPTION FOR 77054081, 100FPS	\$	1,920.00	
77054115	ORCA-FUSION GEN-III SCMOS CAMERA C-MT	\$	19,968.00	
77054116	INTERFACE KIT F/ORCA FUSION	\$	3,552.00	
77054118	ORCA-FUSIONBT SCMOS USB3.0 CARD C-MT	\$	27,360.00	
77074020	59004M FITC/TRITC DUAL BP FLTR, 25MM	\$	336.00	
77074021	69000M DAPI/FITC/TRITC TRPL BP FLTR 25MM	\$	384.00	
77074329	ET705/72M EM FLTR 25MM FAR RED F/SPCTRAX	\$	312.00	
77074493	ET605/52M EMISSION FLTR 25MM	\$	312.00	
77074943	59004 ET FITC/TRITC MTD SMZ1270/800N CB	\$	1,553.28	
77097058	LUNF LASER 445/514 1F F/A1 SYSTEMS	\$	51,888.00	
77097075	LUNF LASER COMB 445/515/594/730 AX	\$	90,240.00	
77097078	AX 730NM LASER SYSTEM	\$	28,320.00	
77023037	SMARTPHONE ADAPTER	\$	139.50	\$ 135.00
84457	TPI-SX THERMO PLATE F/UPRIGHT MICROSCOPE	\$	2,418.00	
MAK10110	CFI 10X EYEPIECE F.N. 22MM-NC	\$	216.69	
MAK10120	CFI 12.5X EYEPIECE	\$	604.50	\$ 585.00
MAK10150	CFI 15X EYEPIECE F.N. 14.5 MM	\$	312.48	\$ 302.40
MAK30105	CFI UW EYEPIECE 10X F.N. 25MM-NC	\$	374.79	\$ 362.70
MAK31100	CFI UW EYEPIECE 10X M	\$	524.52	
MAK85005	C-CT CENTERING TELESCOPE-NC	\$	315.27	\$ 305.10
MAK99000	CFI EYECUP F/22& 25MM (10MM HIGH)	\$	7.44	
MBA92010	ECLIPSE NI-U MAIN BODY	\$	4,077.12	
MBA92020	ECLIPSE NI-L MAIN BODY	\$	3,664.20	
MBA920IA	ECLIPSE NIU COMPLETE PLAN PROMO PACKAGE	\$	11,954.22	
MBA920IB	ECLIPSE NIU COMPLETE FLUOR PROMO PACKAGE	\$	18,606.51	
MBA93000	ECLIPSE CI-E MAIN BODY-NC	\$	7,865.01	
MBA94010	ECLIPSE CI-S MAIN BODY-NC	\$	2,542.62	
MBA940BB	CI-S BASIC BINOCULAR HEAD PACKAGE	\$	4,703.01	
MBA940SP	CI-S BASIC ERGO BINOCULAR PACKAGE	\$	6,216.12	
MBA95010	ECLIPSE CI-L PLUS MAIN BODY-NC	\$	3,242.91	
MBA950QA	CI-L PLUS BASIC ERGO BINOC PCK-1S HLDR	\$	6,072.90	
MBA950RA	CI-L PLUS BASIC BINOC PCK-2S HLDR	\$	4,685.34	
MBA950SA	CI-L PLUS BASIC ERGO BINOC PCK-1S W/FI3	\$	11,213.94	
MBB63435	LV-TV-TV ADAPTER-CH	\$	62.31	
MBB73525	Y-T TV TUBE/C MOUNT ADAPTER A-NC	\$	160.89	
MBB73550	Y-TV55 TV TUBE FOR C-0.55X RELAY	\$	101.37	\$ 98.10
MBB74100	Y-IDP DOUBLE PORT 55/45	\$	2,081.34	
MBB74105	Y-IDP DOUBLE PORT 0/100	\$	2,081.34	
MBB74700	QUADROCLAR EYEPIECE TUBE ADAPTER	\$	1,555.89	
MBB75100	Y-THFF TH ATTACHMNT FF	\$	1,510.32	
MBB75110	Y-THSSB TH ATTACHMNT SSB	\$	2,427.30	\$ 2,349.00
MBB75120	Y-THM MAIN TEACHING UNIT	\$	1,948.35	
MBB75131	Y-THR-L TEACHING UNIT SSA TYPE-L	\$	2,170.62	
MBB75141	Y-THPL LED POINTER UNIT	\$	628.68	

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MBB75150	Y-THS SUPPORT SS UNIT	\$	301.32	
MBB75350	C-ISA INTER TUBE W/ SIMPLE ANALYZER	\$	719.82	
MBB75360	C-IA INTERMEDIATE TUBE W/ ANALYZER-GOUT	\$	686.34	
MBB75370	C-SP SIMPLE POLARIZER	\$	377.58	
MBB75380	C-TP POLARIZER W/RED TINT PLATE F/GOUT	\$	719.82	
MBB75400	Y-IDT DRAWING TUBE	\$	3,421.47	
MBB75500	Y-IM MAG. CHANGER	\$	3,549.81	
MBB75710	C-ER EYELEVEL RISER	\$	89.28	
MBB75770	D-IMA INTERMEDIATE TUBE FOR ASBESTOS	\$	404.55	
MBB92106	C-TB BINOCULAR TUBE-NC	\$	1,039.74	
MBB93106	C-TF TRINOCULAR TUBE F-NC	\$	1,444.29	
MBB93115	C-TT TRINOCULAR TUBE T-NC	\$	2,344.53	
MBB93800	C-TE2 ERGONOMIC BINOCULAR TUBE	\$	1,806.99	
MBB94511	NI-TT2-E MTRZD QUADROCCULAR TILTING TUBE2	\$	5,364.24	
MBB94521	NI-TT QUADROCCULAR TILTING TUBE	\$	5,102.91	
MBB94522	NI-TT2 QUADROCCULAR TILTING TUBE 2	\$	5,095.47	
MBB94700	C-TAQ TUBE ADAPTER F/QUADROCCULAR TUBE	\$	98.58	
MBB94800	C-TAQ2 TUBE ADAPTER FOR QUADROCCULAR	\$	182.28	
MBB96721	NI-RPZ DSC ZOOMING PORT F/QUAD TUBE	\$	3,421.47	
MBB96800	C-TEP2 DSC PORT FOR ERGO BINOC TUBE 0.7X	\$	993.24	
MBB96810	C-TEPF2 DSC PORT ERGO BINOC F/MOUNT 2.5X	\$	1,113.21	
MBB96855	C-TEP3 DSC PORT F/ERGO BINOC TUBE 0.55X	\$	1,092.75	
MBB96900	NI-RPS DSC CAMERA SUPPORT PILLAR	\$	616.59	
MBB96910	NI-RPSAA DSC ADAPTER A (ANDOR)	\$	554.28	
MBB96920	NI-RPSAB DSC ADAPTER B (PHOTOMETRICS)	\$	554.28	
MBC91030	NIU-CSRR2 ROTATING CERAMIC STAGE R W/HDR	\$	1,315.95	
MBC91035	NIU-CSRR2 ROTATING CERAMIC STAGE R W/HDR	\$	1,381.98	
MBC91046	NIU-CSLR2 ROTATING CERAMIC STAGE L W/HDR	\$	1,209.00	
MBC91110	C-SR2S RIGHT HANDLE STAGE WITH 2S HOLDER	\$	595.20	
MBC91115	C-CSR1S RGHT HANDLE CERAMIC STG 1S HLDR	\$	925.35	
MBC91120	C-SR2S LEFT HANDLE STAGE W/2S HOLDER	\$	663.09	
MBC91126	C-CSL2S LEFT HAND CERAMIC STAGE W/2S HDR	\$	925.35	
MBC91130	C-CSR RIGHT HANDLE CERAMIC STAGE	\$	767.25	
MBC91136	C-CSR2S CERAMIC R HANDLE STAGE W/2S HDR	\$	663.09	
MBC91146	C-CSR1S RGHT HANDLE CERAMIC STG 1S HLDR	\$	1,030.44	
MBC91155	C-SL2S LEFT HANDLE STAGE W/2S HOLDER	\$	663.09	
MBC91165	C-CSL2S LEFT HAND CERAMIC STAGE W/2S HDR	\$	971.85	
MBC91166	C-CSL2S LEFT HAND CERAMIC STAGE W/2S HDR	\$	823.98	
MBC91175	C-CSR RIGHT HANDLE CERAMIC STAGE	\$	842.58	
MBC91176	C-CSR RIGHT HANDLE CERAMIC STAGE	\$	855.60	
MBC95020	C-H2L SPECIMEN HOLDER 2L	\$	156.24	
MBC95035	C-H2L SPECIMEN HOLDER 2L	\$	174.84	
MBD65003	LV-SAD STAGE ADAPTER	\$	283.65	
MBD73100	FN-S10 10MM SPACER FOR FN1 (SET OF 4)	\$	876.99	
MBD92000	NI-SAM STANDARD ARM	\$	249.24	
MBD92110	NIU-CAM CONTACT ARM	\$	1,920.45	
MBD93000	NI-SS SUBSTAGE	\$	249.24	
MBD93010	NI-SSR SUBSTAGE FOR ROT/MOTOR STAGE	\$	337.59	
MBD94000	NI-CH CONDENSER HOLDER	\$	303.18	

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MBE15003	COLLECTOR LENS F/QUARTZ	\$	1,844.19	
MBE25305	LH-M100C-1 LAMPHOUSE HMX-3B-NC	\$	558.00	
MBE25315	LH-M100CB-1 LAMPHOUSE HMX-4-NC	\$	811.89	
MBE47100	C-FL-HQ FILTER BLOCK	\$	469.65	
MBE49100	D-FLE FTR BLOCK F/BF-DIC-SMPLE POL ILLUM	\$	665.88	
MBE49200	D-FLD FTR BLOCK FOR EPI DARK FIELD ILLUM	\$	1,178.31	
MBE49300	C-FLF FRET CUBE	\$	2,785.35	
MBE49310	C-FLM MIRROR CUBE	\$	1,030.44	
MBE64100	LV-PAB PA BLOCK	\$	1,435.92	
MBE65700	LV-LL LED PRECENTERED LAMPHOUSE	\$	1,826.52	
MBE74100	D-FL UNIVERSAL EPI-FLUOR ILLUMINATOR	\$	2,415.21	
MBE74150	D-FL-2 U-EPI FLUORESCENCE ATTACHMENT	\$	2,688.63	
MBE75015	CFC EPI-FL COLLECTOR LENS-NC	\$	299.46	
MBE75060	C-FX EPI-FL CENTERING TOOL	\$	169.26	
MBE75225	D-LH/LC PRECENTERED LAMPHOUSE W/ LC-NC	\$	667.74	
MBE92020	NL-SC SHUTTER CASSETTE FOR NI-L	\$	186.00	
MBE94100	NI-FLEI EPI-FLUORESCENCE ATTACHMENT	\$	1,138.32	
MBE94150	NI-FLEI-2 EPI-FLUORESCENCE ATTACHMENT	\$	1,667.49	
MBE94200	NI-BPU BACK PORT UNIT	\$	6,205.89	
MBE94300	NI-FLT6-E MOTOR EPI-FLUOR CUBE TURRET	\$	2,295.24	
MBE94350	CI-FL-2 EPI-FLUORESCENCE ATTACHMENT	\$	2,377.08	
MBE94400	NI-FLT6-I INTELLI EPI-FLUOR CUBE TURRET	\$	1,994.85	
MBE94500	NI-FLT6 EPI-FLUORESCENCE CUBE TURRET	\$	1,195.05	
MBE94610	NI-EXW-E MOTORZD EXCITATION FILTER WHEEL	\$	3,250.35	
MBE94620	NI-BAW-E MOTORIZED BARRIER FILTER WHEEL	\$	6,040.35	
MBE94800	NI-PAU NI PHOTOACTIVATION UNIT	\$	18,886.44	
MBE95205	NI-LH PRECENTERED LAMPHOUSE-NC	\$	585.90	
MBE96000	NI-SH-E MOTORIZED SHUTTER	\$	2,345.46	
MBE96100	NI-SH-CON CONTROLLER F/MOTORIZED SHUTTER	\$	2,034.84	
MBE96900	NI-SHAEP-U MTR SHUTTER ADPTR F/UP EPI-FL	\$	207.39	
MBE96905	TI-SHAEP-I MTR SHUTTER ADPTR F/IN EPI-FL	\$	106.95	
MBE96910	NI-SHADI MTR SHUTTER ADPTR F/DIA ILLUM	\$	285.51	
MBE96920	NI-SHCS MOTORIZED SHUTTER CABLE SHORT	\$	144.15	
MBE96930	NI-SHCL MOTORIZED SHUTTER CABLE LONG	\$	144.15	
MBF12321	HBO 100W POWER SUPPLY 100-240V	\$	2,135.28	
MBF33345	MERCURY SOCKET 100W BLACK-NC	\$	1,335.48	
MBF71610	C-HGF-IF15 HG FIBER 1500MM LLG	\$	958.83	
MBF71630	C-HGF IF30 HG FIBER 3000MM LLG	\$	1,047.18	
MBF72210	FN-LPA LAMPHOUSE ADAPTER	\$	666.81	
MBF72655	C-HGFI INTENSILIGHT HG ILLUMINATOR	\$	3,178.74	
MBF72665	C-HGFIE INTENSILIGHT HG ILLUMINATOR MTRZ	\$	4,078.05	
MBF74650	C-LHGF I HG INTENSILIGHT LAMP	\$	1,382.91	
MBF75600	C-HGF IE-C HG CONTROLLER INTENSILIGHT	\$	519.87	
MBF83000	D-LEDI FLUORESCENCE LED ILLUMINATION SYS	\$	5,792.04	
MBF84715	C-LEDLH 385nm LED UNIT	\$	777.48	
MBF84725	C-LEDLH 455nm LED UNIT	\$	777.48	
MBF84735	C-LEDLH 470nm LED UNIT	\$	596.13	
MBF84745	C-LEDLH 505nm LED UNIT	\$	596.13	
MBF84755	C-LEDLH 525nm LED UNIT	\$	777.48	

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MBF84765	C-LEDLH 590nm LED UNIT	\$	596.13	
MBF84775	C-LEDLH 625nm LED UNIT	\$	596.13	
MBF84785	C-LEDLH 560nm LED UNIT	\$	777.48	
MBF92200	C-AC AC ADAPTER 24 VOLT-5 AMP	\$	305.97	
MBF95120	NI-SRCP SIMPLE REMOTE CONTROL PAD	\$	435.24	
MBF95410	NI-CTLB CONTROL BOX B	\$	3,292.20	
MBH70200	D-C 2-4X AUXILIARY LENS	\$	510.57	
MBH70210	D-C PH MODULE PH-1 DRY	\$	93.00	
MBH70220	D-C PH MODULE PH-2 DRY	\$	93.00	
MBH70230	D-C PH MODULE PH-3 DRY	\$	93.00	
MBH70250	D-C DARK FIELD RING	\$	93.00	
MBH72300	D-C DIC MODULE N1 DRY	\$	1,389.42	
MBH72310	D-C DIC MODULE N2 DRY	\$	1,389.42	
MBH72320	D-C DIC MODULE N2 OIL	\$	1,435.92	
MBH72330	D-C DIC MODULE NR DRY	\$	2,024.61	
MBH72340	D-C DIC MODULE NR OIL	\$	1,818.15	
MBH76160	D-C DIC SLIDER 60X I	\$	855.60	
MBH76162	D-C DIC SLIDER 60X I-R	\$	1,162.50	
MBH76190	D-C DIC SLIDER 100X I	\$	855.60	
MBH76192	D-C DIC SLIDER 100XI-R	\$	1,162.50	
MBH76210	D-C DIC SLIDER 10X	\$	806.31	
MBH76220	D-C DIC SLIDER 20X	\$	855.60	
MBH76221	D-C DIC SLIDER 20X-C	\$	855.60	
MBH76222	D-C DIC SLIDER 20X III	\$	1,162.50	
MBH76225	D-C DIC SLIDER 25X I	\$	2,102.73	
MBH76240	D-C DIC SLIDER 40X I	\$	855.60	
MBH76241	D-C DIC SLIDER 40X-C	\$	855.60	
MBH76245	D-C DIC SLIDER 40X II	\$	1,162.50	
MBH76260	D-C DIC SLIDER 60X II	\$	855.60	
MBH76262	D-C DIC SLIDER 60X II-R	\$	1,162.50	
MBH76264	D-C DIC SLIDER 60X IV	\$	855.60	
MBH76266	D-C DIC SLIDER 60X IV-R	\$	1,043.46	
MBH76290	D-C DIC SLIDER 100X II	\$	855.60	
MBH76292	D-C DIC SLIDER 100XII-R	\$	1,162.50	
MBH76490	D-C DIC SLIDER 100X III	\$	1,162.50	
MBH76521	T-C DIC SLIDER 20X II	\$	819.33	
MBH76540	T-C DIC SLIDER 40X IV	\$	819.33	
MBH76560	T-C DIC SLIDER 60X III	\$	1,130.88	
MBH76640	D-C DIC SLIDER 40X III	\$	1,162.50	
MBH76720	D-C SLIDER 16X I	\$	1,162.50	
MBH79000	D-ES SLIDERS FOR REFLECTED ILLUMINATION	\$	426.87	
MBH99000	NI-CALN1 2-4X AUXILIARY LENS F/POS N1	\$	510.57	
MBL11300	FLIP OUT CONDENSER	\$	494.76	
MBL12000	DARKFIELD CONDENSER OIL F/XY	\$	853.74	
MBL12010	DARKFIELD CONDENSER DRY F/XY	\$	853.74	
MBL16105	LWD ACHROMAT CONDENSER-NC	\$	913.26	
MBL71105	CC ABBE CONDENSER N.A. 0.9 NC	\$	177.63	
MBL71205	CC-AR ACHROMAT CONDENSER N.A.0.80-NC	\$	685.41	

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MBL71305	CC SWING-OUT ACHROMAT CONDENSER 1-100XNC	\$	956.04	
MBL71405	CC ACHROMAT/APLANAT CONDENSER NA 1.4-NC	\$	1,008.12	
MBL71505	C-C SLIDE ACHRO CONDENSER 2-100X-NC	\$	791.43	
MBL73105	CC PHASE TURRET CONDENSER NA 0.9-NC	\$	828.63	
MBL99005	NI-CUD UNIVERSAL CONDENSER DRY-NC	\$	2,129.70	
MBL99300	CI-C-E MOTORIZED SWING-OUT CONDENSER	\$	1,403.37	
MBM11100	STGE MCRMTR A 1MM IN 100 DIV	\$	145.08	
MBN11200	FILTER 45MM GIF	\$	54.87	
MBN11500	FILTER 45MM HEAT ABSORBING	\$	107.88	
MBN11710	FILTER 45MM NCB11	\$	79.98	
MBN21802	FILTER 45MM ND2 A	\$	41.85	
MBN21804	FILTER 45MM ND4 A	\$	44.64	
MBN21808	FILTER 45MM ND8 A	\$	44.64	
MBN21816	FILTER 45MM ND16 A	\$	41.85	
MBN66921	YM-PO POLARIZER FOR U-EPI/L-UEPI	\$	555.21	
MBN71924	D-FA FL/DIC ANALYZER	\$	515.22	
MBN71930	E-FB EXCITATION BALANCER	\$	1,074.15	
MBN71956	A1-FN1-IR ANALYZER BLOCK IR	\$	2,088.00	
MBN74920	D-DA DIC ANALYZER	\$	527.31	
MBN74925	D-DA SIMPLE ANALYZER	\$	487.32	
MBN74940	D-PP DIC ROTATABLE POLARIZER	\$	906.75	
MBN74960	D-LP 1/4 LAMBDA PLATE	\$	346.89	
MBN74970	D-AA ANALYZER FOR ASBESTOS	\$	1,075.08	
MBN91802	NI-ND2 FILTER 36MM ND2	\$	140.43	
MBN91920	NI-FA FL/DIC ANALYZER	\$	544.98	
MBN91921	C-AS ANALYZER FOR GOUT	\$	389.67	
MBN97000	CI-FCH FILTER CASSETTE HOLDER	\$	89.28	
MBP60115	LV-NU5-CH UNIVER MAN QUIN NPC ESD F/DIC	\$	1,276.89	
MBP60125	LV-NBD5BD-CH MANUAL QUIN NOSEPIECE ESD	\$	712.38	
MBP71316	C-N6 SEXTUPLE NOSEPIECE ESD-NC	\$	464.07	
MBP71325	C-NA SEXTUPLE NOSEPCE W/ANALYZER SLOT-NC	\$	578.46	
MBP73325	D-ND6 DIC SEXTUPLE NOSEPIECE-NC	\$	1,539.15	
MBP91705	CI-NS SPACER FOR NOSEPIECE-NC	\$	574.74	
MBP98325	NI-ND6-E MOTOR DIC SEXTUPLE NOSEPIECE-NC	\$	2,326.86	
MBP98405	NI-N7-E MOTORIZED SEPTUPLE NOSEPIECE-NC	\$	2,204.10	
MBP99405	NI-N7 INTELLIGENT SEPTUPLE NOSEPIECE-NC	\$	1,375.47	
MBW10000	OBJECTIVE MARKER (RED)	\$	161.82	
MBW10020	OBJECT MARKER (PURPLE)	\$	161.82	
MCA73100	ECLIPSE EI L STG HNDL MAIN BODY	\$	1,103.91	\$ 1,068.30
MCA73101	ECLIPSE EI L STG HNDL BINOC-DRY OBJ SET	\$	1,294.56	\$ 1,252.80
MCA73102	ECLIPSE EI L STG HNDL TRINOC-DRY OBJ SET	\$	1,890.69	\$ 1,829.70
MCA73200	ECLIPSE EI R STG HNDL MAIN BODY	\$	1,103.91	\$ 1,068.30
MCA73201	ECLIPSE EI R STG HNDL BINOC-DRY OBJ SET	\$	1,294.56	\$ 1,252.80
MCA73202	ECLIPSE EI R STG HNDL TRINOC-DRY OBJ SET	\$	1,799.55	\$ 1,741.50
MCA77100	ECLIPSE SI L STG HNDL MAIN BODY	\$	3,047.61	\$ 2,949.30
MCA77200	ECLIPSE SI R STG HNDL MAIN BODY	\$	2,119.47	\$ 2,051.10
MCA77201	ECLIPSE SI R STG BINOC-DRY OBJ SET	\$	2,500.77	\$ 2,420.10
MCA77202	ECLIPSE SI R STG HNDL TRINOC-DRY OBJ SET	\$	3,008.55	\$ 2,911.50

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MCB74100	EC-T-TB BINOCULAR TUBE	\$	385.02	\$	372.60
MCB74200	EC-T-TB2 BINOCULAR TUBE B2	\$	611.01	\$	591.30
MCB75100	EC-T-TF TRINOCULAR TUBE F	\$	980.22	\$	948.60
MCB75200	EC-T-TF2 TRINOCULAR TUBE F2	\$	1,116.93	\$	1,080.90
MCB75300	EC-ER EYE LEVEL RISER-25MM	\$	81.84	\$	79.20
MCH70100	E2-S PHASE SLIDER 10X-40X	\$	111.60	\$	108.00
MCH70200	E2-S PHASE SLIDER 100X	\$	111.60	\$	108.00
MCK70100	E2-CFI 10X/20 EYEPIECE-NC	\$	80.91	\$	78.30
MCK70107	EC-E CFI 10X/FN 20 EYEPIECE	\$	79.05	\$	76.50
MCK70150	E2-CFI 15X/12 EYEPIECE-NC	\$	100.44	\$	97.20
MCM78500	E2-EP EYEPIECE POINTER	\$	10.23	\$	9.90
MCN71920	E2-PSA SIMPLE ANALYZER	\$	318.06	\$	307.80
MCN77100	E2-F-BF BLUE LIGHT BLOCKING/CUT FILTER	\$	37.20		
MCN77200	E2-F-FL DIA-FLUORESCENCE FILTER SET	\$	944.88	\$	914.40
MDC83000	P-GS2 CIRCULAR GRADUATED STAGE	\$	886.29		
MDN11930	E2-DP DIA POLARIZER	\$	245.52	\$	237.60
MEA54000	TI2-E INVERTED MICROSCOPE MAIN BODY	\$	22,887.30		
MEA54010	TI2-E/B INVERTED MICROSCOPE MAIN BODY	\$	26,530.11		
MEA54100	TI2-A INVERTED MICROSCOPE MAIN BODY	\$	9,875.67		
MEA54120	TI2-A INVERTED E20L80 MAIN BODY	\$	10,123.98		
MEA54200	TI2-U INVERTED MICROSCOPE MAIN BODY	\$	8,928.93		
MEA54220	TI2-U INVERTED E20L80 MAIN BODY	\$	9,684.09		
MEB52340	TC-T-TS S BINOCULAR TUBE	\$	1,137.39		
MEB52520	TC-T-ER ERGO BINOCULAR TUBE	\$	3,417.75		
MEB55835	TI2-T-BS S EYEPIECE TUBE BASE UNIT	\$	355.26		
MEB55840	TI2-T-BP-E E-TUBE BASE UNIT EXTERNAL PH	\$	4,087.35		
MEB55845	TI2-T-BP-E E-TUBE BASE UNIT EXTERNAL PH	\$	4,549.56		
MEB55855	TI2-T-BC PHOTO PORT TUBE BASE UNIT	\$	2,159.46		
MEB55860	TI2-T-BA ASSIST TUBE BASE UNIT	\$	2,277.57		
MEC55012	C-S-HT TERASAKI PLATE HOLDER	\$	100.44		
MEC55014	C-S-HS SLIDE GLASS HOLDER	\$	100.44		
MEC55016	C-S-HU UNIVERSAL HOLDER	\$	492.90		
MEC55017	C-S-HP35 PETRI DISH HOLDER 35MM	\$	100.44		
MEC55021	C-S-HLP100 PETRI DISH HOLDER 100MM	\$	117.18		
MED53130	T-BPA PHOTO ADAPTER	\$	123.69		
MED53210	TI2-LA-SUE TI2-E STAGE UP KIT	\$	1,361.52		
MED54301	TI-NSM N-STORM KIT	\$	7,566.48		
MED54402	TI-NSSM N-SIM/N-STORM KIT M	\$	10,843.80		
MED54500	TI-NS2 N-STORM KIT	\$	39,034.89		
MED54550	TI2-FP FIXED PLATE	\$	441.75		
MED54555	TI2-FP FIXED PLATE	\$	491.97		
MEE45900	TE DOUBLE LAMPHOUSE ADAPTER	\$	2,279.43		
MEE54110	TI2-F-FLS SIMPLE EPI-FLUORESCENCE ILLUM	\$	2,355.69		
MEE54330	TI2-NS2-MU N-STORM MAG CHANGE UNT	\$	7,453.02		
MEE54405	TI2-P-FWB-E BARRIER FILTER WHEEL	\$	3,192.69		
MEE54410	TI2-P-FWBS-E BARRIER FILTER WHEEL STGEUP	\$	3,192.69		
MEE54730	TI2-LA-FLL EPI FL MODULE L FOV	\$	2,032.05		
MEE54740	TI2-LA-FL-2 EPI-FLUOR MODULE	\$	1,256.43		
MEE54741	TI2-LA-FL-3 EPI-FLUOR MODULE	\$	1,256.43		

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MEE54840	TI2-LA-BM-E MOTORIZED MAIN BRANCH	\$	3,607.47	
MEE54860	TI2-LA-BF FIXED MAIN BRANCH	\$	1,137.39	
MEE54880	TI2-LA-BS SUB BRANCH	\$	866.76	
MEE55705	TI2-D-LHLED TRANSMITTED LED LAMP HOUSE	\$	1,403.37	
MEE55800	TI2-DUCF-LHLED LED LAMP HOUSE FOR CF DIA	\$	1,674.00	
MEE55805	TI2-DUCF-LHLED LED LAMP HOUSE FOR CF DIA	\$	1,863.72	
MEE55855	TI2-DUAX-LHLED AX LED LAMPHOUSE	\$	1,944.63	
MEE58015	TI-PAU DICHROIC MIRROR PA-GFP	\$	221.34	
MEE58017	TI-LA-EXCHAGEABLE MIRROR (100% REFLECT)	\$	257.61	
MEE59115	TI-TIRF-HM 60/40 MIRROR	\$	466.86	
MEE59117	TI-TRF-LSC RISER F/LASER SAFE CVR W/PZT	\$	770.04	
MEE59178	TI2-LU-LSC LASER SAFETY COVER	\$	1,274.10	
MEE59220	TI2-LA-TIRF-E MOTORIZED TIRF MODULE	\$	15,398.01	
MEE59251	TI2-LA-NS2 N-STORM MODULE 2	\$	29,625.15	
MEE59801	N-SIM ILLUMINATOR	\$	210,643.20	
MEE59925	TI2-D-PD DIASCOPIIC ILLUMINATION PILLAR	\$	1,817.22	
MEF51001	TI-100WRC 100W LAMPHOUSE REMOTE CABLE	\$	71.61	
MEF52251	TI-PS100W/A POWER SUPPLY 100-240V	\$	917.91	
MEF55037	TI2-CTRE TI2-E CONTROLLER	\$	6,875.49	
MEF55805	TI2-LA-CTR H-TIRF CONTROLLER	\$	4,051.08	
MEH51050	TC-C-ML-PHL LWD MODULE	\$	111.60	
MEH51100	TC-C-ML-PH1 LWD MODULE	\$	76.26	
MEH51200	TC-C-ML-PH2 LWD MODULE	\$	76.26	
MEH51300	TC-C-ML-PH3 LWD MODULE	\$	111.60	
MEH51400	TC-C-ME-PH1 ELWD MODULE	\$	111.60	
MEH51500	TC-C-ME-PH2 ELWD MODULE	\$	111.60	
MEH51510	TC-C-ML-N1D LWD DRY DIC MODULE	\$	1,708.41	
MEH51520	TC-C-ML-N2D LWD DRY DIC MODULE	\$	1,564.26	
MEH51530	TC-C-ML-NRD LWD DRY DIC MODULE	\$	1,890.69	
MEH51540	TI2-C-MH-N2D HNA DRY DIC MODULE	\$	1,890.69	
MEH51550	TI2-C-MH-NRD HNA DRY DIC MODULE	\$	1,890.69	
MEH51560	TI2-C-MH-N2O HNA OIL DIC MODULE	\$	1,890.69	
MEH51570	TI2-C-MH-NRO HNA OIL DIC MODULE	\$	2,686.77	
MEH51580	TC-C-MN-10X NAMC 10X MODULE	\$	379.44	
MEH51590	TC-C-MNL-10X NAMC LWD 10X MODULE	\$	379.44	
MEH51600	TC-C-MN-20X NAMC 20X MODULE	\$	379.44	
MEH51610	TC-C-MNL-20X NAMC LWD 20X MODULE	\$	379.44	
MEH51620	TC-C-MN-40X NAMC 40X MODULE	\$	379.44	
MEH51630	TC-C-MNL-40X NAMC LWD 40X MODULE	\$	379.44	
MEH51660	TI2-C-MC-PH1 CLWD MODULE	\$	111.60	
MEH51670	TI2-C-MC-PH2 CLWD MODULE	\$	111.60	
MEH51680	TI2-C-MC-PH3 CLWD MODULE	\$	111.60	
MEH51690	TI2-C-MC-PH4 CLWD MODULE	\$	111.60	
MEH51695	TI2-T-XPB-PH3 40X PH3 RING	\$	877.92	
MEH51700	TI2-T-XPB-PH3 60X PH3 RING	\$	471.51	
MEH51710	TI2-T-XPB-PH4 60X PH4 RING	\$	877.92	
MEH51720	TI2-T-XPB-PH3 100X PH3 RING	\$	471.51	
MEH51730	TI2-T-XPB-PH4 100X PH4 RING	\$	877.92	
MEH52050	TC-C-ME-PHL ELWD MODULE	\$	111.60	

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MEL37405	TC-C ELWD CONDENSER LENS	\$	662.16
MEL47505	TI2-C ELWD PHASE TURRET CONDENSER	\$	1,060.20
MEL50020	TI2-C-SCH HNA CONDENSER SLIDER	\$	1,549.38
MEL51005	TC-C-TC CONDENSER TURRET	\$	568.23
MEL51010	TI2-C-TC-I INTELLIGENT CONDENSER TURRET	\$	1,059.27
MEL51220	TI2-C-LHD HNA DRY CONDENSER LENS	\$	1,879.53
MEL51420	TI2-C-LHO HNA OIL CONDENSER LENS	\$	1,879.53
MEL51920	TI2-C-TC-E MOTORIZED CONDENSER TURRET	\$	2,526.81
MEL56100	TI-C-CLWD CLWD LENS F/SYS COND TURRET	\$	992.31
MEL56200	TI-C-LWD LWD LENS UNIT F/SYS COND TURRET	\$	717.03
MEL59500	T-CHNA HIGH NA COMMON COND LENS & EXTNDR	\$	1,419.18
MEL59910	TI-C NAMC CONDENSER LENS	\$	948.60
MEN51928	TI2-C-DICA DIC ANALYZER	\$	852.81
MEN51942	TC-C-DICP DIC POLARIZER	\$	852.81
MEN51943	TC2-C-DICPNI NAMC/IMSI POLARIZER	\$	671.46
MEN51944	TI2-C-DICP-I INTELLIGENT POLARIZER	\$	1,678.65
MEN51980	TI-A ANALYZER BLOCK	\$	804.45
MEN51985	TI2-C-DICACL ANALYZER CUBE L FOV	\$	719.82
MEP51316	TI2-N-N SEXTUPLE NOSEPIECE	\$	540.33
MEP53320	TI2-N-ND DIC SEXTUPLE NOSEPIECE	\$	1,571.70
MEP53325	TI2-N-ND-I INTELL DIC SEXTUPLE NOSEPIECE	\$	2,019.96
MEP59320	TI2-N-ND-E MOTOR DIC SEXTUPLE NOSEPIECE	\$	3,343.35
MEP59394	TI2-N-ND-P PERFECT FOCUS MOTOR NOSEPIECE	\$	20,769.69
MEP59395	TI2-N-NDM-P MP PERFECT FOCUS MTR NP MP	\$	27,229.47
MEP59396	TI2-N-NDA-P PFS MOTOR NOSEPIECE ACC	\$	19,679.73
MEV50010	TI2-D-SF DIASCOPIC ILLUMINATION SLIDER	\$	234.36
MEV50015	TI2-D-D 45MM DIFFUSER FILTER	\$	11.16
MEV50020	TI2-F-FSC CIRCLE FIELD STOP SLIDER	\$	710.52
MEV50030	TI2-F-FSS SQUARE FIELD STOP SLIDER	\$	723.54
MEV50040	TI2-F-FSR RECTANGULAR FIELD STOP SLIDER	\$	749.58
MEV51020	TI2-F-FLT-I INTELLIGENT EPI FLUOR TURRET	\$	1,097.40
MEV51030	TI2-F-FLT-E MOTORIZED EPI FLUOR TURRET	\$	2,246.88
MEV51040	TI2-F-FLTH-E E-HQ MOTO HYQ EPI FL TURRET	\$	4,170.12
MEV51131	TI2-FT N-SIM MOTORIZED FILTER TURRET	\$	19,873.92
MEV52000	Ti-SB N-SIM SHIELD BOX	\$	21,854.40
MEV52116	TI2-FL N-SIM 488/561 DUAL BAND FILTER CU	\$	9,509.76
MEV52117	TI2-FTQ N-SIM 405/488/561/640 QUAD CUBE	\$	13,890.24
MEV52200	N-SIM 405/640 DIFFRACTION GRATING	\$	4,089.60
MEV52205	TI2-FL N-SIM 405 FILTER CUBE	\$	7,196.16
MEV52206	TI2-FL N-SIM 640 FILTER CUBE	\$	7,795.20
MEV52207	TI2-FL N-SIM 445 Filter Cube	\$	7,266.24
MEV52208	TI2-FL N-SIM 514 Filter Cube	\$	6,854.40
MEV52300	TI2SH INCUBATOR LASER SAFETY KIT	\$	843.51
MEV54005	TI2-T-SULXPH STAGE UP LENS EXTERNAL PH	\$	636.12
MEV54006	TI2-N-WID WATER IMMERSION DISPENSER	\$	6,984.30
MEY10031	TI2-C-SO SPINDLE OBSERVATION SYSTEM	\$	7,763.64
MFA34100	ECLIPSE TS2 MAIN BODY	\$	3,693.96
MFA34200	ECLIPSE TS2-FL MAIN BODY	\$	7,027.08
MFB36100	TS2-P-CF CAMERA PORT 100	\$	441.75

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MFC10010	TS2-S-SA AUXILIARY STAGE	\$	122.76	
MFC35004	TS2-S-SM MECHANICAL STAGE	\$	725.40	
MFH30010	TS2-C-S-EC EMBOSS CONTRAST SLIDER	\$	389.67	
MFH30020	TS2-C-ST-EC EMBOSS CONTRAST SLIDER	\$	389.67	
MFV30010	T1-SNCP PRECENT PH SLDR (PHL PH1 BF)-NC	\$	92.07	
MFV30011	T1-SCP CENTERABLE PH SLR (PHL,PH1,BF)-NC	\$	265.05	
MFV30013	T1-SPH2 PHASE RING 2-NC	\$	73.47	
MFV51000	TS2-LS LIGHT SHIELD ELWD	\$	667.74	
MHB43200	C-TT-C TRINOCULAR TUBE FOR C2-NI	\$	2,207.82	
MHE50350	AX-DUT DIASCOPIC DETECTOR UNIT	\$	5,497.92	
MHE56110	AX 1ST DICHORIC MIRROR 405/ 488	\$	1,384.32	
MHE56120	AX 1ST DICHROIC MIRROR 445 / 514	\$	2,214.72	
MHE60310	AD-R2K CONVERSION UNIT	\$	34,628.16	
MHE60320	AD-GAL CONVERSION UNIT	\$	3,688.32	
MHE62000	AX-ISM-VIS NSPARC	\$	127,588.80	
MHE63000	AX-ISM-BA 482/35 BA FILTER	\$	969.60	
MHE63010	AX-ISM-BA 540/30 BA FILTER	\$	969.60	
MHE63020	AX-ISM-BA 607LP BA FILTER	\$	969.60	
MHE63030	AX-ISM-BA 523/610 DUAL FILTER	\$	969.60	
MHF42100	LU-CTR MAIN CONTROLLER BOX	\$	10,493.76	
MHF42110	LUD-CB CONTROLLER BOARD	\$	3,598.08	
MHF42130	LUD-CIC LASER CONTROL INTERLOCK CABLE	\$	692.16	
MHF46500	LU-C LUNB CONTROL BOX (EMPTY)	\$	7,228.80	
MHF46530	LU-SCB N-SIM LUNB CONTROLLER	\$	2,225.28	
MHF46570	LU-T-B TIRF/PA INDICATOR LIGHT	\$	501.12	
MHF46800	LUA-AX AX CONNECTION KIT A	\$	692.16	
MHF49000	LUA-S4 LASER UNIT AS405/488/561/640	\$	69,914.88	
MHF49010	LUA-S5 LASER UNIT AS405/488/561/594/640	\$	146,425.92	
MHF49020	LUA-S6 LASER 405/445/488/514/561/640	\$	173,018.88	
MHF49100	LUD-H4 LASER UNIT DH 405/488/561/640	\$	157,338.24	
MHF49110	LUD-H6 LASER UNIT DH 405/445/488/515/561	\$	203,748.48	
MHF49200	LU-INTL INTERLOCK BOX	\$	2,693.76	
MHF49210	LU-IND LASER INDICATOR	\$	1,122.24	
MHF52000	A1-MP-TI2S MP Interlock Switch Unit	\$	1,105.92	
MHS50000	NIS-ELEMENTS CONFOCAL PACKAGE	\$	11,770.56	
MHV40000	C2-RA RING ADAPTER FOR NI	\$	208.32	
MHV40100	C2-NI-TT ADAPTER FOR QUAD TILTING TUBE	\$	552.96	
MHV55010	A1 ADAPTER SET FOR TI	\$	494.40	
MHV55070	A1-U-TT-FN1/NI MOUNTING BRIDGE	\$	3,908.16	
MHV55800	AX-ISM-NI NIE ADAPTER	\$	475.20	
MHV56200	AX-ILP AX OPTIONAL INPUT LASER PORT	\$	3,460.80	
MMA23007	SMZ-460 ZOOM STEREO MICROSCOPE-NC	\$	798.87	
MMA23008	SMZ-445 ZOOM STEREO MICROSCOPE-NC	\$	766.32	
MMA36400	SMZ745 CH ZOOM STEREO MICROSCOPE	\$	1,297.35	
MMA36410	SMZ745T CH ZOOM STEREO MICROSCOPE-TRINOC	\$	2,063.67	
MMC33000	TILTING STAGE FOR STEREO MICROSCOPES	\$	683.55	
MMD23032	UNIVERSAL BOOM STAND-3, HEAVY DUTY BASE	\$	3,998.07	
MMD23500	C-LED EPI/DIA STAND W/ FOCUS MOUNT	\$	1,119.72	
MMD31001	C-PSN PLAIN STAND / NC	\$	443.61	

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MMD31011	C-PSCN PLAIN STAND / NC	\$	443.61	
MMD31100	C DIA STAND	\$	1,094.61	
MMD33010	C-ER EXTENSION RING ADAPTER FOR 0.5X	\$	66.96	
MMD33025	UNIVERSAL BOOM STAND-1 W/TABLE CLAMP-1A	\$	754.23	
MMD33030	UNIVERSAL BOOM STAND-2 WITH SQUARE BASE	\$	820.26	
MME32000	G-ICIL COAXIAL EPISCOPIC LED ILLUMINATOR	\$	2,827.20	
MME32210	G-EIA FLEXIBLE GOOSENECK ILLUMINATOR ARM	\$	86.49	
MME39200	G-0BA RINGLIGHT ADAPTER	\$	51.15	
MME42210	SMZ1270/800N C-LSL2 LED EPI ILLUM-NC	\$	516.15	
MME42310	SMZ1270/800N C-DSLU2 LED UNIT F/DIA-NC	\$	463.14	
MMH23005	0.5X AUX OBJ-CH F/SMZ-445/460/1/1B/2B/2T	\$	142.29	
MMH23007	0.7X AUX OBJ-CH F/ SMZ-445/460/1/1B/2B/2	\$	318.99	
MMH31030	G-0.29X AUXILIARY OBJECTIVE	\$	264.12	
MMH31055	G 0.5X AUX OBJECTIVE-CH	\$	163.68	
MMH31075	G 0.7X AUX OBJECTIVE-CH	\$	187.86	
MMH31155	G 1.5X AUX OBJECTIVE-CH	\$	187.86	
MMH31205	G 2X AUX OBJECTIVE-CH	\$	163.68	
MMK20106	E10XB-SMZ 445/460 EYEPIECE-NC	\$	79.05	
MMK20152	E15XB-SMZ 445/460 EYEPIECE-NC	\$	101.37	
MMK20208	E20XB-SMZ 445/460 EYEPIECE-NC	\$	101.37	
MMK30102	C10XB WIDEFIELD EYEPIECE - NC	\$	125.55	
MMK30105	TS2-W 10x EYEPIECE	\$	133.92	
MMK30155	C 15X WIDE EYEPIECE-CH	\$	188.79	
MMK30205	C 20X WIDE EYEPIECE-CH	\$	245.52	
MMK30300	C 30X EYEPIECE	\$	403.62	
MMM10100	C-FC RETICLE C-CROSSLINE-25MM	\$	150.66	
MMM10110	C-FM RETICLE M-CROSSED MICROMETER-25MM	\$	196.23	
MNA51000	SMZ800N ZOOM BODY-NC	\$	1,652.61	
MNA52100	SMZ1270 ZOOM BODY-NC	\$	3,028.08	
MNA52110	SMZ1270I INTELLIGENT ZOOM BODY-NC	\$	3,920.88	
MNB35200	P-IRIS DIAPHRAGM F/SMZ800-SMZ10A	\$	418.50	
MNB45100	P-THSS TEACHING HEAD	\$	4,879.71	
MNB45400	P-IDT DRAWING TUBE	\$	2,228.28	
MNB45901	P-BEAM SPLITTER 2	\$	564.51	
MNB52110	SMZ1270/800N P-B BINOCULAR TB-NC	\$	816.54	
MNB53530	SMZ1270/800N P-TERG100 TILT TRINOC TB-NC	\$	2,346.39	
MNB53540	SMZ1270/800N P-TERG50 TILT TRINOC TB-NC	\$	2,346.39	
MNB53551	SMZ1270/800N P-TL100 TRINOC TUBE2-NC	\$	1,718.64	
MNC53000	C-SSL DIA SLIDING STAGE	\$	625.89	
MND43025	C-EP EXTENSION PILLAR CH	\$	236.22	
MND44002	C-FMAN FOCUS MOUNT AN-NC	\$	335.73	
MND44011	C-FMBN BONDER ARM MOUTN BN-NC	\$	332.01	
MND45100	P-THS TEACHING HEAD STAND	\$	4,225.92	
MND51035	SMZ18/1270/800N P-PS32 PLAIN STAND 2-NC	\$	648.21	
MND51520	SMZ18/1270/800N P-DSL32 LED DIA STND-NC	\$	2,242.23	
MND51620	SMZ18/1270/800N P-DSF32 FIBR DIA STND-NC	\$	3,666.06	
MND51810	SMZ-25/18 P-DF2 LED Dark Field Unit 2	\$	1,439.64	
MND54000	SMZ1270/800N C-FMCN FOCUS MOUNT-NC	\$	516.15	
MNE54330	SMZ1270/800N P-EFL EPI FLUOR ATTACHMNT	\$	5,547.45	

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MNF52760	SMZ-25/18 C-FLED FIBR LED LIGHT SOURCE	\$	1,439.64	
MNH43055	SMZ-800N P-ACHROMAT 0.5X OBJECTIVE-CH	\$	528.24	
MNH43105	SMZ-800N 1X PLAN ACHROMAT OBJECTIVE-CH	\$	619.38	
MNH53075	SMZ-800N P-ED PLAN 0.75X	\$	1,118.79	
MNH54050	SMZ1270/800N P-PLAN APO 0.5X/WF	\$	1,461.96	
MNH54075	SMZ1270/800N P-PLAN APO 0.75X/WF	\$	1,289.91	
MNH54100	SMZ1270/800N P-PLAN APO 1X/WF	\$	1,289.91	
MNH54150	SMZ1270/800N P-ED PLAN 1.5X/WF	\$	1,898.13	
MNH54200	SMZ1270/800N P-ED PLAN 2X/WF	\$	1,979.97	
MNN40920	POLARIZING ATTACHMENT	\$	986.73	
MNP51610	SMZ1270 P-RNI2 INTELLIGNT NOSEPC-NC	\$	1,031.37	
MNP51620	SMZ1270/800N P-RN2 NOSEPIECE-NC	\$	877.92	
MQD42005	C-DA C-MOUNT/ISO CAMERA ADAPTER 1X	\$	289.23	
MQD42056	C-0.55 DS RELAY LENS 0.55X NC	\$	644.49	
MQD42075	C-0.7X DS RELAY LENS 0.70X NC	\$	649.14	
MQD42121	VM C MOUNT RELAY LENS 2.5X SIM	\$	739.35	
MQD43000	DS-F F-MOUNT ADAPTER 1X	\$	321.78	
MQD43020	DS-F2.5 F-MOUNT ADAPTER 2.5X	\$	523.59	
MQD43030	C-0.63X-TS2 C MOUNT ADAPTER	\$	728.19	
MQD43035	F-1X-TS2 TS2 F-MOUNT ADAPTER 1X	\$	615.66	
MQF52057	AC ADAPTER	\$	195.30	
MQS31000	NIS-ELEMENTS AR	\$	7,378.62	
MQS31100	NIS-ELEMENTS AR MULTI-LICENSE	\$	4,935.51	
MQS31200	NIS-ELEMENTS AR DUO	\$	9,568.77	
MQS31210	NIS-ELEMENTS DOCUMENTATION TO AR UPGRADE	\$	4,324.50	
MQS31220	ELEMENTS SOFTWARE UPGRADE BR TO AR	\$	2,827.20	
MQS31230	NIS-ELEMENTS UPGRADE: 4D TO 6D IMAGING	\$	346.89	
MQS31410	NIS-ELEMENTS: ADVANCED RESEARCH SUA 1 YR	\$	1,421.97	
MQS31500	NIS-ELEMENTS AR STAND ALONE PASSIVE	\$	3,432.63	
MQS31510	NIS-ELEMENTS: AR PASSIVE SUA 1 YR	\$	953.25	
MQS32000	NIS-ELEMENTS BR	\$	4,085.49	
MQS32100	NIS-ELEMENTS BR MULTI-LICENSE	\$	2,692.35	
MQS32210	NIS-ELEMENTS DOCUMENTATION TO BR UPGRADE	\$	1,834.89	
MQS32410	NIS-ELEMENTS: BASIC RESEARCH SUA 1 YR	\$	804.45	
MQS33000	NIS-ELEMENTS D	\$	2,384.52	
MQS33100	NIS-ELEMENTS DOCUMENTATION MULTI LICENSE	\$	1,533.57	
MQS33410	NIS-ELEMENTS DOCUMENTATION SUA 1 YEAR	\$	442.68	
MQS34000	NIS-ELEMENTS HIGH CONTENT HC PACKAGE	\$	16,209.90	
MQS41100	NIS ELEMENTS DRIVER FOR MOTORIZED STAGES	\$	1,449.87	
MQS41220	ELEMENTS: SUTTER/UNIBLITZ FILTRWHL+SHUTR	\$	744.00	
MQS41320	ELEMENTS:PRIOR/MAERZHAUSER/RFA/PI-PIEZO	\$	744.00	
MQS41410	ELEMENTS:CAM EMISSIONS SPLITTER-DUAL VIE	\$	1,337.34	
MQS41450	NIS-ELEMENTS HARDWARE MODULE: DUALCAMER	\$	2,812.32	
MQS41600	NIS-ELEMENTS ROBOTIC WELL PLATE LOADER	\$	2,282.22	
MQS41610	NIS-ELEMENTS MODULE FOR LINKAM HEATED ST	\$	2,663.52	
MQS41920	ELEMENTS: EXFO ILLUMINATOR	\$	744.00	
MQS41930	NIS-ELEMENTS: WAVELENGTH SWITCHER	\$	1,551.24	
MQS41940	NIS-ELEMENTS: DAQ TTL/ANALOG IO	\$	3,170.37	
MQS41950	NIS-ELEMENTS MODULE: YOKOGAWA CSU-X1	\$	799.80	

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MQS41960	NIS-ELEMENTS MODULE: YOKOGAWA CSU-W1	\$	3,207.57	
MQS41970	NIS-ELEMENTS MODULE: XY GALVO	\$	1,582.86	
MQS42100	ELEMENTS: EXTENDED DEPTH FOCUS	\$	1,108.56	
MQS42300	NIS-AMEAS AUTO MEASURE MODULE	\$	1,208.07	
MQS42410	ELEMENTS: IMAGE DATABASE	\$	849.09	
MQS42510	ELEMENTS: ADVANCED INTERPRETER API	\$	676.11	
MQS42520	ELEMENTS: LIVE COMPARE	\$	849.09	
MQS42530	ELEMENTS: TIME MEASUREMENT	\$	505.92	
MQS42540	ELEMENTS: 4D IMAGING	\$	857.46	
MQS42560	ELEMENTS: 6D IMAGING	\$	1,281.54	
MQS42570	NIS-ELEMENTS MODULE: OBJECT TRACKING	\$	1,077.87	
MQS42580	NIS-ELEMENTS MODULE: RATIO & FRET	\$	3,354.51	
MQS42590	NIS-ELEMENTS MODULE: OBJECT CLASSIFIER	\$	775.62	
MQS42610	NIS-ELEMENTS METALO MODULE: GRAIN SIZING	\$	3,621.42	
MQS42620	NIS-ELEMENTS METALO MODULE: CAST IRON	\$	3,621.42	
MQS42650	NIS-ELEMENTS: STORM ACQ & ANALYSIS	\$	26,401.77	
MQS42660	NIS-ELEMENTS MODULE STORM OFF ANALYSIS	\$	13,779.81	
MQS42670	NIS-ELEMENTS MODULE: SIM ACQ & ANALYSIS	\$	18,003.87	
MQS42680	NIS-ELEMENTS MODULE SIM OFF ANALYSIS	\$	13,680.30	
MQS42690	NIS-ELEMENTS: LIM 2D DECON TOOLS	\$	3,282.90	
MQS42700	NIS-ELEMENTS: LIM 2D/3D DECON TOOLS	\$	9,260.01	
MQS42780	NIS-ELEMENTS: TRIGGERED DEVICE CONTROL	\$	2,169.69	
MQS42790	NIS-ELEMENTS: HDR	\$	302.25	
MQS42900	NIS-ELEMENTS 2D ADVANCED TRACKING	\$	3,028.08	
MQS42920	NIS-ELEMENTS MODULE: FILTER ANALYSIS	\$	5,283.33	
MQS42930	NIS-ELEMENTS MODULE: ILLUMINATION SEQUE	\$	1,392.21	
MQS42940	NIS-ELEMENTS MODULE: 3D MEASUREMENT	\$	2,006.01	
MQS42950	NIS-ELEMENTS 2D+3D MEASUREMENT TRACKING	\$	4,370.07	
MQS43050	NIS-ELEMENTS HC UPGRADE FOR AR & C w/GA3	\$	8,809.89	
MQS43130	NIS-ELEMENTS MODULE: JOBS ACQUISITION	\$	2,516.58	
MQS43150	NIS-ELEMENTS MOD: GEN ANALYSIS UPGRADE	\$	1,548.45	
MQS43200	NIS-ELEMENTS MODULE: NIS.AI MODULE	\$	4,761.60	
MRD01691	CFI APO 60X OIL TIRF NA 1.49 WD 0.12MM	\$	13,075.80	
MRD01991	CFI APO 100X OIL TIRF NA 1.49 WD 0.12MM	\$	12,513.15	
MRD01994	CFI SR APO TIRF AC 100XH	\$	19,423.05	
MRD01995	CFI SR HP APO TIRF 100XC NA 1.49 OIL W	\$	15,470.55	
MRD01996	CFI HP APO TIRF AC 100X OIL	\$	20,742.72	
MRD07420	CFI APO 40XW NIR	\$	2,838.36	
MRD07602	CFI PLAN APO VC 60X WI NA1.2 WD 0.27MM	\$	11,062.35	
MRD07620	CFI APO 60XW NIR	\$	4,526.31	
MRD07650	CFI PLAN APO IR 60X WI 1.27NA 0.17MM WD	\$	18,081.99	
MRD07654	CFI SR PLAN APO IR AC 60XWI	\$	45,277.05	
MRD31905	CFI PLAN APO LAMBDA DM 100X OIL	\$	7,263.30	
MRD70020	CFI60 PLAN APOCHROMAT LAMBDA D 2X	\$	1,464.75	
MRD70040	CFI60 PLAN APOCHROMAT LAMBDA D 4X	\$	2,018.10	
MRD70170	CFI60 PLAN APOCHROMAT LAMBDA D 10X	\$	2,692.35	
MRD70270	CFI60 PLAN APOCHROMAT LAMBDA D 20X	\$	3,372.18	
MRD70470	CFI60 PLAN APOCHROMAT LAMBDA D 40X	\$	4,472.37	
MRD71120	CFI PLAN APO LWD 10X G, NA 0.5, WD 5.5MM	\$	16,029.48	

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MRD71220	CFI90 APO 20X C GLYC NA 1.00, WD 8.2MM	\$	29,169.45	
MRD71600	CFI APO 60X OIL 1.4NA 0.14MM WD LAMBDA S	\$	7,684.59	
MRD71670	CFI60 PLAN APOCHROMAT LAMBDA D 60X Oil	\$	7,145.19	
MRD71970	CFI60 PLAN APOCHROMAT LAMBDA D 100X Oil	\$	7,124.73	
MRD73250	CFI PLAN APO LAMBDA S 25XC SILICONE	\$	15,619.35	
MRD73400	CFI PLAN APO LAMBDA S 40XC SILICONE	\$	15,378.48	
MRD73600	CFI PLAN APO LAMBDA S 60XC SILICONE	\$	16,772.55	
MRD73950	CFI SR HP PLAN APO LAMBDA S 100X C SIL	\$	17,480.28	
MRD77200	CFI APO LWD 20X WI NA 0.95 LAMBDA S	\$	18,432.60	
MRD77220	CFI75 APO 25X W MP	\$	26,009.31	
MRD77225	CFI75 APO 25X W MP IR 1300NM	\$	28,284.09	
MRD77226	CFI75 APO LWD 20X C W NA 1.00, WD 2.8MM	\$	29,929.26	
MRD77400	CFI APO 40X WI 1.25 NA 0.18MM WD LAMBDA	\$	19,640.67	
MRD77410	CFI APO LWD 40X WI 1.15 NA LAMBDA S	\$	15,697.47	
MRF00040	CFI SUPER FLUOR 4X NA 0.20 WD 15.5MM	\$	1,933.47	
MRF00041	CFI SUPER FLUOR 4X NA 0.20 WD 15.5MM	\$	4,545.84	
MRF00100	CFI SUPER FLUOR 10X NA 0.5 WD 1.2MM	\$	2,343.60	
MRF00101	CFI SUPER FLUOR 10X NA 0.5 WD 1.1MM	\$	4,322.64	
MRF00200	CFI SUPER FLUOR 20X NA 0.75 WD 1.0MM	\$	2,969.49	
MRF00201	CFI SUPER FLUOR 20X NA 0.75 WD 1.0MM	\$	5,341.92	
MRF00400	CFI SUPER FLUOR 40X C NA 0.9 WD 0.3MM	\$	3,621.42	
MRF01400	CFI SUPER FLUOR 40X OIL NA 1.3 WD 0.22MM	\$	3,736.74	
MRF01401	CFI SUPER FLUOR 40X OIL NA 1.3 WD 0.22MM	\$	4,955.04	
MRF02900	CFI SUPER FLUOR 100X OIL NA1.3 WD 0.2MM	\$	3,986.91	
MRF07420	CFI FLUOR 40X W NA 0.80 WD 2.0MM	\$	2,077.62	
MRF07620	CFI FLUOR 60X W NA 1.00 WD 2.0MM	\$	2,952.75	
MRH07120	CFI PLAN FLUOR 10X W NA 0.3 WD 3.5MM	\$	2,450.55	
MRH08230	CFI SUPER PLAN FLUOR ELWD 20XC	\$	1,910.22	
MRH08250	CFI SUPER PLAN FLUOR LWD 20XC	\$	8,602.50	
MRH08430	CFI SUPER PLAN FLUOR ELWD 40XC	\$	2,571.45	
MRH08630	CFI SUPER PLAN FLUOR ELWD 60XC	\$	5,379.12	
MRH48230	CFI SUPER PLAN FLUOR ELWD 20XC ADM	\$	2,130.63	
MRH48250	CFI SUPER PLAN FLUOR LWD 20XC ADM	\$	9,286.05	
MRH48430	CFI SUPER PLAN FLUOR ELWD 40XC ADM	\$	2,618.88	
MRH48600	CFI SUPER PLAN FLUOR ELWD 60XC ADL	\$	5,530.71	
MRH68200	CFI S PLAN FLUOR ELWD NAMC 20X C	\$	3,195.48	
MRH68400	CFI S PLAN FLUOR ELWD NAMC 40X C	\$	3,834.39	
MRH99401	CFI PLAN FLUOR 40X DS DISPERSION STAIN	\$	3,064.35	
MRL03401	CFI PLAN ACHRO NCG 40X NA 0.65 WD 0.48MM	\$	1,349.43	
MRL03901	CFI PLAN ACHRO NCG 100X NA0.9 WD 1.0MM	\$	2,436.60	
MRL07920	CFI PLAN 100X W NA 1.1 WD	\$	12,076.98	
MRL65900	CFI PLAN LWD IMSI 100X W/CORR COLLAR	\$	7,426.05	
MRN70042	CFI BE2 PLAN ACHROMAT 4X OBJECTIVE	\$	61.38	
MRN70102	CFI BE2 PLAN ACHROMAT 10X OBJECTIVE	\$	92.07	
MRN70202	CFI BE2 PLAN ACHROMAT 20X OBJECTIVE	\$	176.70	
MRN70402	CFI BE2 PLAN ACHROMAT 40X OBJECTIVE	\$	192.51	
MRN70602	CFI BE2 PLAN ACHROMAT 60X OBJECTIVE	\$	290.16	
MRN71902	CFI BE2 PLAN ACHROMAT 100X OIL OBJECTIVE	\$	309.69	
MRP00102	CFI ACHRO FLAT FIELD 10X-NC	\$	196.23	

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MRP00202	CFI ACHRO FLAT FIELD 20X WD	\$	283.65	
MRP05422	CFI ACHR LWD 40XC NA0.55 WD 2.7-1.7MM-NC	\$	1,732.59	
MRP07220	CFI75 LWD 16X W NA 0.8 WD 3.0	\$	6,300.75	
MRP20102	CFI ACHRO FF LD DL 10X NA 0.25 WD 7.0-NC	\$	348.75	Qty Break
MRP20202	CFI ACHRO FLAT FIELD DL 20X-NC	\$	425.01	Qty Break
MRP20402	CFI ACHRO FLAT FIELD DL 40X-NC	\$	609.15	Qty Break
MRP21902	CFI ACHRO FLAT FIELD DL 100X OIL-NC	\$	795.15	Qty Break
MRP50042	CFI P ACHRO 4X-NC	\$	237.15	
MRP50102	CFI P ACHRO 10X-NC	\$	345.03	
MRP50202	CFI P ACHRO 20X-NC	\$	461.28	
MRP50402	CFI P ACHRO 40X-NC	\$	639.84	
MRP51902	CFI P ACHRO 100X OIL-NC	\$	819.33	
MRP60105	CFI ACHROMAT NAMC 10X-NC	\$	821.19	
MRP65425	CFI ACHROMAT LWD NAMC 40X C-NC	\$	1,734.45	
MRP66205	CFI ACHROMAT LWD NAMC 20X F-NC	\$	1,082.52	
MRP70040	CFI E PLAN ACHROMAT 4X-NC	\$	113.46	\$ 109.80
MRP70100	CFI E PLAN ACHROMAT 10X-NC	\$	147.87	\$ 143.10
MRP70400	CFI E PLAN ACHROMAT 40X-NC	\$	317.13	\$ 306.90
MRP70600	CFI E PLAN ACHROMAT 60X OBJECTIVE	\$	574.74	\$ 556.20
MRP71900	CFI E PLAN ACHROMAT 100X OIL -NC	\$	440.82	\$ 426.60
MRP99101	CFI ACHROMAT 10X PH DISPERSION STAIN-NC	\$	1,369.89	
MRP99200	CFI PLAN ACHRO 10X NA 0.25 WD 13MM C-DS	\$	1,258.29	
MRY10060	CFI SR PLAN APO IR 60X WI NA 1.27	\$	25,108.14	
MWW40139	DF OBLIQUE ILLUMINATION SLIDER E2-SDF	\$	130.20	\$ 126.00
MXA20001	CLEAR GLASS PLATE 90MM-REPLACE	\$	31.62	
MXA20002	OPAL/BLK ACRYLIC STG PLATE 90MM-REPLACE	\$	31.62	
MXA20563	STEREO STAGE CLIP	\$	17.67	
MXA20740	C-CEL COND BOOSTER EXP LENS	\$	586.83	
MXA20746	TE ACRYLIC STAGE RING	\$	94.86	
MXA20750	C-OA 15MM OBJECTIVE ADAPTER	\$	40.92	
MXA20754	ESD ACRYLIC PLATE	\$	27.90	
MXA22001	CFI60 OBJECTIVE LENS CASE	\$	10.23	
MXA22004	CFI NOSEPIECE DUST CAP	\$	6.51	
MXA22018	CFI SECOND LENS UNIT TUBE LENS ELEMENT	\$	372.93	
MXA22047	NYLON DUST COVER H550S (FOR 50I/55I)	\$	39.06	
MXA22048	NYLON DUST COVER H550L (FOR 80I/90I)	\$	39.06	
MXA22049	NYLON DUST COVER H600L (50I/55I/EPI-FL)	\$	52.08	
MXA22058	GLASS STAGE RING - CENTER HOLE 32MM	\$	325.50	
MXA22060	COVER TYPE 102-SE	\$	20.46	
MXA22061	COVER TYPE 104-LAB/OPT/E400/E600/SMZ	\$	17.67	
MXA22064	COVER TYPE 116-MULTI VIEWING	\$	194.37	
MXA22065	COVER TYPE 117	\$	60.45	
MXA22066	COVER TYPE 120 - TS/E600 POL-FN	\$	45.57	
MXA22088	TI SHUTTER TRIGGER CABLE/SUTTER	\$	105.09	
MXA22089	TI SHUTTER TRIGGER CABLE/HGFIE	\$	74.40	
MXA22091	TI-DF DARK-FIELD CONDENSER ADAPTER	\$	207.39	
MXA22113	C-CTC CAMERA TRIGGER CABLE U3/L3	\$	39.06	
MXA22118	NI-DRS DSC ROTATION STOPPER	\$	144.15	
MXA22120	NI-AST ANALYZER SLIDER STOPPER	\$	26.97	

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MXA22122	CI-IRC IR CUT FILTER FOR CI	\$	284.58	
MXA22123	LU-IC-IXON CONTROLLER TRIGGER CABLE	\$	395.25	
MXA22129	C-FK EXTND FINE FOCUS KNOB FOR CI/NI-NC	\$	25.11	
MXA22132	CFI REPLACEMENT EYEGUARD F/22 & 25MM-NC	\$	9.30	
MXA22136	SIM TC-LSK TUCAM LASER SAFETY KIT	\$	158.40	
MXA22137	FLASH 4.0 DSC CAMERA CABLE	\$	774.69	
MXA22138	AUX FLASH 4.0 DSC CAMERA CABLE AND EXTEN	\$	295.74	
MXA22142	C-S-WC 96 WELL PLATE CLAMP	\$	130.20	
MXA22143	TC-S-SC STAGE CLIP	\$	64.17	
MXA22146	S-TI2-DCS DAISY CABLE SHORT	\$	140.43	
MXA22147	S-TI2-DCL DAISY CABLE LONG	\$	151.59	
MXA22149	S-TI2-EXT EXTERNAL TRIGGER CABLE	\$	197.16	
MXA22152	TI2-D-LSK LASER SAFETY KIT	\$	455.70	
MXA22158	S-TI2-LU INTERLOCK CABLE	\$	146.94	
MXA22161	TI2-N-PT NOSEPIECE PROTECTION TRAY	\$	192.51	
MXA22163	TI2-100WRC 100W REMOTE CABLE	\$	239.94	
MXA22168	30CC NON-FLUORESCING IMMERSION OIL F	\$	160.89	
MXA22176	TI2-C-CLWDA CLWD CONDENSER ADAPTER	\$	295.74	
MXA22179	30CC SILICONE IMMERSION OIL	\$	292.95	
MXA22190	TI2-PFS-REMOTE OFFSET CONTROLLER	\$	1,387.56	
MXA22193	S-AX-EXTG AX EXTERNAL TRIGGER CABLE	\$	1,522.56	
MXA22194	LU-INTL-C INTERLOCK CABLE	\$	318.72	
MXA22196	D-LEDI TI2 CONNECTION CABLE	\$	207.39	
MXA22198	D-LEDI RETROFIT ADAPTER	\$	1,253.64	
MXA22202	IMMERSION OIL N US 8CC	\$	11.16	
MXA22203	IMMERSION OIL N 50CC	\$	41.85	
MXA22204	IMMERSION OIL N US 480CC	\$	243.66	
MXA22205	C-FIBA ADAPTER FOR FIBER LIGHT	\$	70.68	
MXA22211	S-AX-ISM Galv.Connection Kit	\$	5,275.20	
MXA25000	P-IER EYELEVEL RISER	\$	463.14	
MXA25008	C EYEPCE GUARD F/83330,83331,83332 EYEPCE	\$	11.16	
MXA25012	C-GSP GLASS PLATE 180MM F/NEW DIA STAND	\$	69.75	
MXA25014	RUBBER RING FOR C-W10X AIR TIGHT - NC	\$	5.58	
MXA25017	SMZ-25/18 P-DF LIGHT SHIELDING BOX	\$	901.17	
MXA25019	M SM E 10X EYEPIECE RUBBER RING / NC	\$	13.02	
MXA25021	SMZ1270/800N P-EFLBF FILTER CUBE-EPI BF	\$	1,898.13	
MXA25022	C-GSP2 GLASS PLATE-177MM DIAMETER	\$	66.03	
MXA25023	C-ASP2 OPAL/BLACK ACRYLIC PLATE-177MM	\$	55.80	
MXK37397	OBJECT MARKER REFILL PURPLE INK	\$	13.95	
MXK37554	MC-WIO COLOR BALANCE FILTER 45MM	\$	121.83	
NIIMHF47050	LUNV 405S/488X/561X/640H A/F/FM SIM	\$	147,188.16	
NIIMHF47070	LV405S/488X/561X/647X A/FM/A/F STORM/SIM	\$	209,800.32	
NIIMHF47130	405/445/488H/515S/561H/647X A/FM/A/F SIM	\$	229,834.56	