



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 4

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 940423

Procurement Type: Central Purchase Order

Vendor ID: 000000102916

Legal Name: NIKON INSTRUMENTS INC

Alias/DBA:

Total Bid: \$26,075.45

Response Date: 10/06/2021

Response Time: 11:07

Responded By User ID: NikonII

First Name: Jackie

Last Name: Perry

Email: niorderscontracts@nikor

Phone: 631-547-8526

SO Doc Code: CRFQ

SO Dept: 1400

SO Doc ID: AGR2200000009

Published Date: 9/27/21

Close Date: 10/7/21

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM 1 - DIGITAL MICROSCOPE SYSTEM

Total of Header Attachments: 4

Total of All Attachments: 4



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder: 940423
Solicitation Description: ADDENDUM 1 - DIGITAL MICROSCOPE SYSTEM
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2021-10-07 13:30	SR 1400 ESR10052100000002241	1

VENDOR
 000000102916
 NIKON INSTRUMENTS INC

Solicitation Number: CRFQ 1400 AGR2200000009
Total Bid: 26075.45000000000072759576141 **Response Date:** 2021-10-06 **Response Time:** 11:07:25
Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Laxco SeBa Pro5 Series Digital Microscope System or Equal	1.00000	EA	25935.450000	25935.45

Comm Code	Manufacturer	Specification	Model #
41100000			

Commodity Line Comments: Nikon Eclipse Ni-U. Please see attached quote for more detail. Delivery estimated at 60-90 days ARO.

Extended Description:

Laxco SeBa Pro5 Series Digital Microscope System or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Installation & Training	1.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
41100000			

Commodity Line Comments: Installation and training to be provided after delivery of items.

Extended Description:

Installation & Training

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Shipping & Handling	1.00000	EA	140.000000	140.00

Comm Code	Manufacturer	Specification	Model #
78121603			

Commodity Line Comments: Delivery estimated 60-90 days ARO.

Extended Description:

Shipping & Handling



NIKON INSTRUMENTS INC.

1300 Walt Whitman Road - Melville, NY 11747
Phone: (631) 547-4012 - Email: NiiOrdersOVR.US@nikon.com

QUOTATION

Date: Oct, 1, 2021

Quote #: 00160511



CRFQ AGR220000009

Compiled for: **Linda Harper**



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Phone: (631) 547-4012 - Email: NiiOrdersOVR.US@nikon.com

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Date: Oct, 1, 2021

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STATE OF WEST VIRGINIA
DEPARTMENT OF AGRICULTURE
MOOREFIELD FIELD OFFICE
60B INDUSTRIAL PARK RD
MOOREFIELD, WV

October 1, 2021

Thank you for your consideration of Nikon as a top microscope and imaging provider for the State of West Virginia. Below is our proposal which has been customized to meet your needs while maintaining the flexibility of an open architecture. As the industry leader in advanced optics, Nikon Instruments is uniquely positioned as the world leader in optics to provide a thoroughly integrated imaging solution to your group. Our proposal is built around an easy to use Nikon Eclipse Ni-U microscope with ergonomic design. The Ni-U's exceptionally stable, drift-free platform is designed to meet the demands of day to day imaging while its unique hardware design makes it compatible with other modalities for future upgrade.

Our proposed solution would meet or surpass the specifications identified in CRFQ AGR2200000009 while still having modularity and the capability to grow along with the developing imaging demands of the State of West Virginia's Department of Agriculture, without fear of becoming obsolete. Nikon microscope systems don't plan for obsolescence, they fight it.

Thank you for your consideration. If we may be of any help, or if we can answer any questions, please do not hesitate to contact us.

Sincerely,

Christina Goldbach

Nikon Microscopy Specialist

412-638-9951



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Date: Oct, 1, 2021
Quote #: 00160511

ACCOUNT:

WV Dept of Agriculture

Phone:
Fax:

QUOTE TO:

Linda Harper

Phone:
Email: linda.b.harper@wv.gov

YOUR SALES ACCOUNT MANAGER IS:

Christina Goldbach - 412-638-9951

FOR ORDER PLACEMENT, CONTACT:

Nikon Instruments Inc.
Email: NiiOrdersOVR.US@nikon.com
Fax: 631-944-9373

Terms: Net 30
Delivery: 60-90 Days ARO
FOB: Destination Prepaid and Allowed
Ship Via: Best

QTY	PRODUCT #	PRODUCT DESCRIPTION
1	MBA92010	ECLIPSE NI-U MAIN BODY
1	MBD92000	NI-SAM STANDARD ARM
1	79035	POWER CORD (LEAD FREE UL LISTED)
1	MBB93115	C-TT TRINOCULAR TUBE T-NC
2	MAK10110	CFI 10X EYEPIECE F.N. 22MM-NC
1	MBP71325	C-NA SEXTUPLE NOSEPCE W/ANALYZER SLOT-NC
1	MBE65700	LV-LL LED PRECENTERED LAMPHOUSE
1	MBD94000	NI-CH CONDENSER HOLDER
1	MBL71305	CC SWING-OUT ACHROMAT CONDENSER 1-100XNC
1	MBD93000	NI-SS SUBSTAGE
1	MBC91135	C-SR2S RIGHT HANDLE STAGE WITH 2S HOLDER
1	MQA17000	DS-RI2 COLOR CMOS CAMERA
1	MQF52057	AC ADAPTER
1	79035	POWER CORD (LEAD FREE UL LISTED)
1	77013245	USB3.0 A TO MICROB ANGLD W/LCK SCRW, 3M
1	MXA22148	S-TI2-CTC CAMERA TRIGGER CABLE
1	97064	TBLT CMPTR/NIS-ELEMENTSL F/DS-FI3/DS1000



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QUOTATION

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QTY	PRODUCT #	PRODUCT DESCRIPTION
1	MRH00045	CFI PLAN FLUOR 4X NA 0.13 WD 17.2MM CH
1	MRH00105	CFI PLAN FLUOR 10X NA 0.3 WD 16MM CH
1	MRH00205	CFI PLAN FLUOR 20X NA 0.5 WD 2.1MM CH
1	MRH00401	CFI PLAN FLUOR 40X NA 0.75 WD 0.66MM SPG
1	MRH01902	CFI PLAN FLUOR 100X OIL NA 1.3 WD 0.16MM
1	MRL00022	CFI PLAN ACHRO UW 2X NA 0.06 WD 7.5MM-NC
1	MBB73550	Y-TV55 TV TUBE FOR C-0.55X RELAY
1	MQD43000	DS-F F-MOUNT ADAPTER 1X
1	MXA22203	IMMERSION OIL N 50CC
20	76998	LENS TISSUE BOOK 50 SHEETS 4X6
5	77013066	LENS CLEANING SOLUTION 1 OZ SPRAY BOTTLE
TOTAL:		\$25,935.45

Freight charges will be applied at time of shipment and shall be reflected on customer's invoice

***** PLEASE FAX ORDER TO NIKON INSTRUMENTS INC @ 631-944-9373 OR EMAIL TO NiiOrdersOVR.US@nikon.com *****

BIOSYSTEM SERVICE AGREEMENTS AVAILABLE-PROTECT YOUR INVESTMENT AND MINIMIZE

DOWN TIME-SINGLE AND MULTI-YEAR OPTIONS ARE AVAILABLE-INCLUDES (but not limited to):

- Exceptional service and support by certified Nikon Biosystem Service Specialists
- Consultation with authorized Nikon technical experts
- NIS-Elements software updates
- Repair parts, labor and travel expenses included to reduce costs
- Pre-approved repair and service authorization – means no waiting for a purchase order to have your system repaired
- One PM service visit with eligible Service Agreement Selection

CALL 1-800 52 NIKON OR microscopyservice.us@nikon.com For Details

Quote is Valid for 30 Days - Nikon Federal Tax ID #11-3554845 - DUNS 038740051 - THIS QUOTATION IS SUBJECT TO THE NIKON INSTRUMENTS INC. QUOTATION TERMS AND CONDITIONS, WHICH ARE ACCESSIBLE AT WWW.NIITANDC.COM.- Please note the following: PRICES SUBJECT TO CHANGE WITHOUT NOTICE UPON EXPIRATION OF THIS QUOTATION. NIKON WILL ENDEAVOR TO SHIP TO YOU FOR YOUR ACCEPTANCE, YOUR SUBSTANTIALLY COMPLETE WORKING SYSTEM AS SOON AS POSSIBLE. WE WILL SHIP THE ENTIREORDER WITHIN THE STATED DELIVERY TIME ON THIS QUOTATION. OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THE WARRANTY STATEMENT THAT ACCOMPANIES THE PRODUCT, THE "CLICK WRAP" OR "SHRINK WRAP" END USER LICENSE AGREEMENT THAT GOVERNS THE USE OF SOFTWARE PRODUCT, OR THIS QUOTATION, IF ANY, AS THE CASE MAY BE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, NOR ANY OBLIGATION OR LIABILITY FOR



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LIMITED WARRANTY

FIVE YEARS FOR MECHANICAL AND OPTICAL COMPONENTS

ONE YEAR FOR ELECTRONIC COMPONENTS

The mechanical and optical components of this Nikon product are warranted by Nikon Instruments Inc. (“Nikon”) to be free from defects in material and workmanship for a period of **five (5) years** from the date of purchase. The electronic components of this Nikon product system are warranted by Nikon to be free from defects in material and workmanship for a period of **one (1) year** from the date of purchase. During the relevant warranty period, Nikon or its authorized repair station will, at its option and without charge, either repair or replace any mechanical, optical or electronic part or assembly of parts of this Nikon product found by Nikon to be defective in material or workmanship, subject to the following limitations and exclusions:

These warranties extend to the original customer purchaser only and are not assignable or transferable.

These warranties shall not apply to the following:

1. Product which has been subjected to disassembly, tampering, misuse, impact, improper storage, use with accessories or other items not provided by Nikon, contact with foreign materials such as sand or liquids, abuse, abnormal use, neglect, alteration, negligence, accident, or which has had its serial numbers, names, functions or applications altered or obliterated.
2. Defects or damage directly or indirectly caused by the installation or repair of the Product by unauthorized personnel and/or the use of unauthorized replacement parts.
3. Lamps, bulbs batteries, dongles, footings, rubber eyecups and other consumable items.

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Nikon reserves the right to use reconditioned or refurbished parts with regard to any repair under these limited warranties.

To obtain performance of the warranty obligations, the original customer purchaser must contact NIKON by email at microscopy.service@nikon.net, providing the product model number, serial number, original customer purchaser name, proof of purchase that includes purchase date and a brief statement of the problem that is sought to be remedied or by phone at 1-800 52 NIKON having this information readily available. You will be requested to, at NIKON's discretion, either (i) deliver this NIKON product in person or by shipping to Nikon Instruments Inc. or to any Nikon Instruments Inc. authorized repair station, the locations of which may be obtained by accessing www.nikoninstruments.com, or (ii) to contact any of the aforementioned authorized repair stations to schedule on-site warranty service. THE ORIGINAL CUSTOMER PURCHASER IN DELIVERING THIS NIKON PRODUCT MUST (i) PACKAGE IT SECURELY TO PROTECT AGAINST DAMAGE, (ii) PREPAY ALL PACKAGING, SHIPPING, AND DELIVERY COSTS TO THE AUTHORIZED REPAIR FACILITY, AND (iii) INCLUDE A WRITING WITH THE PRODUCT MODEL NUMBER, SERIAL NUMBER, ORIGINAL CUSTOMER PURCHASER NAME, PROOF OF PURCHASE THAT INCLUDES PURCHASE DATE, A BRIEF STATEMENT OF THE PROBLEM AND THIS WARRANTY STATEMENT.



Nikon ^(th)
100
anniversary

Upright Microscope
ECLIPSE
Ni

See the evolution

The Ni series, the ultimate in upright biological microscope evolution, supports bioscience studies with enhanced basic performance and flexible system expandability.

The newly developed CFI Plan Apochromat λ (lambda) series objectives are the key to the series' optical performance. Nano Crystal Coat, with its ultra low refractive index, is employed for the first time in microscope objectives, providing brighter, high-resolution and high-contrast microscopy images.

Nikon's proprietary stratum structure, used and highly acclaimed for inverted research microscopes, is now incorporated in an upright microscope, allowing a combination of components to be installed.

Applications using laser and fluorescent proteins, such as Kaede and PA-GFP, are possible with the addition of a two-tiered fluorescent unit and a photoactivation unit.

The Ni series transcends the concept of conventional upright microscopes and expands the possibilities of advanced research in fields such as bioscience and medicine.

Ni

■ System expandability

- Nikon's proprietary stratum structure enables efficient system construction.
- The numerous accessories can be custom combined depending upon application.

■ Optical performance

- CFI Plan Apochromat λ objectives with chromatic aberration correction and high transmission throughout a broad range of wavelengths
- Objectives with improved transmission in near IR wavelength range for multiphoton excitation imaging

■ Design

- 3D ergo design combines functionality with sophistication.

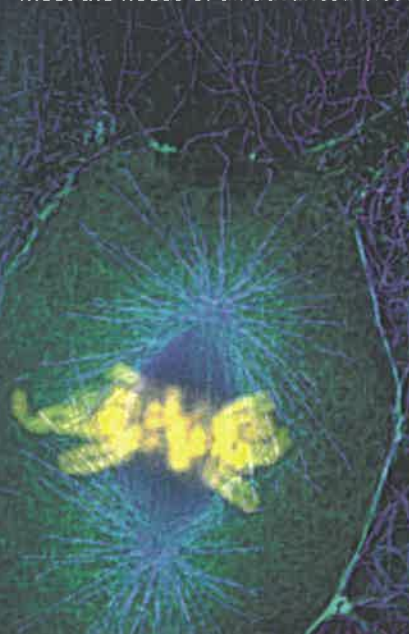
■ Operability

- Ni-E: Motorized model with automatic change of observation conditions and adjustment of microscope accessories.
- Ni-U: Manual model with some motorized options.
- Most microscope controls can be operated with easy-to-reach buttons on the front of the Ni-E.



The Ni series microscopes meet all research demands

These microscopes have three features: expandability of the system due to the stratum structure that enables optical paths in two tiers; superior optical performance, as represented by the Plan ApoChromat λ series objectives; and high-speed motorized accessories. The Ni series is designed to meet the needs of all advanced bioscience and medical research.




Cell biology



Pathology



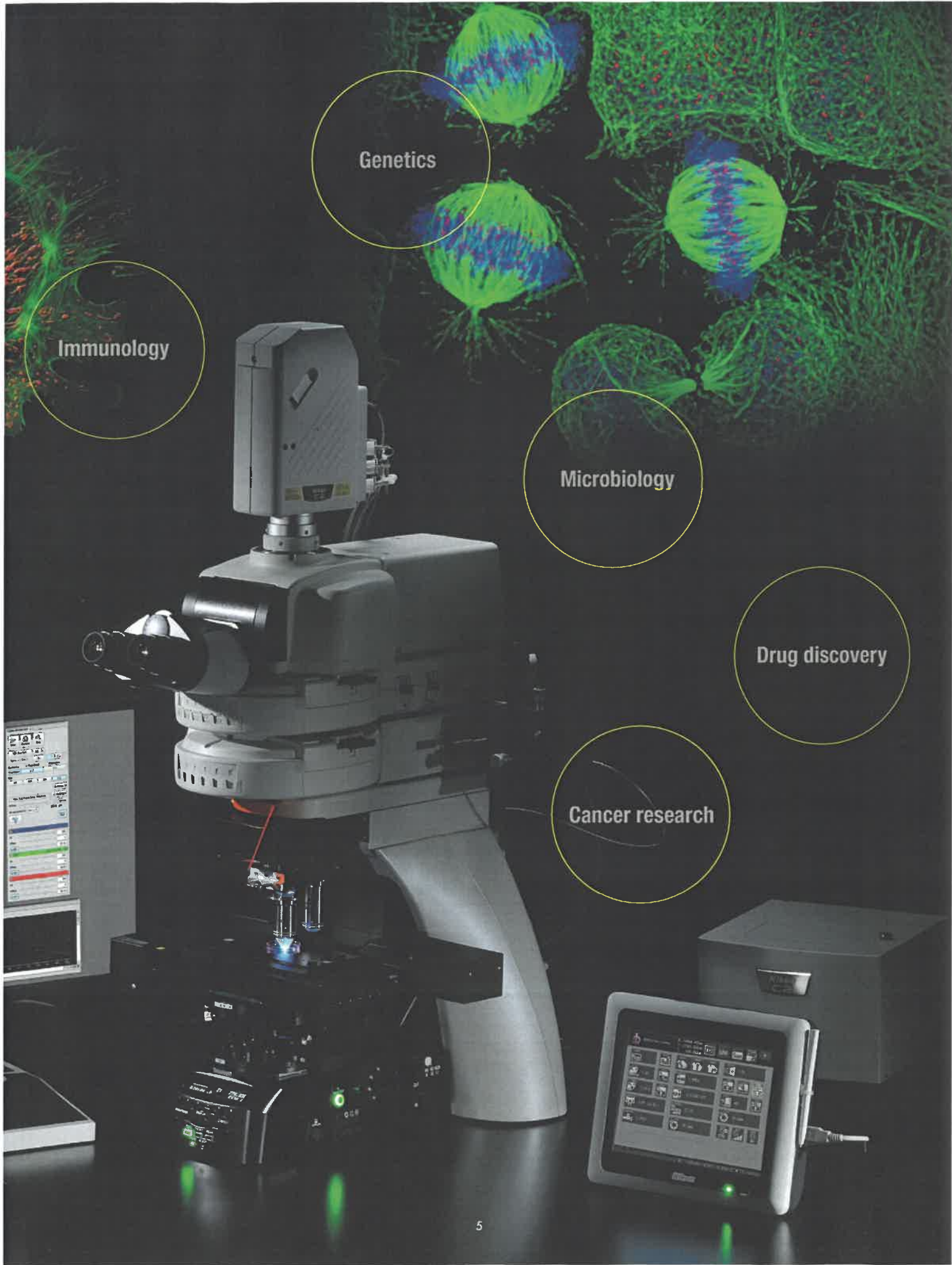
Neuroscience



Developmental biology



Microscopy images courtesy of:
(Left) Torsten Wittmann
(Center) Michael W. Davidson
(Right) Jennifer Waters and Adrian Salic



Genetics

Immunology

Microbiology

Drug discovery

Cancer research

Expandable system broadens application possibilities

Multi-color fluorescent imaging (Ni-E)

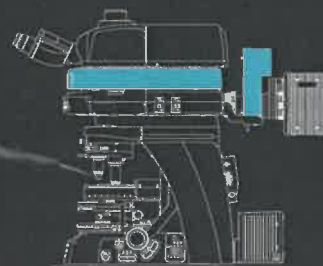
Demand for multi-color fluorescent imaging that uses newly developed fluorescent proteins and fluorescent reagents is constantly increasing. Nikon meets such needs with diverse functions and optical technologies.

High-speed motorized components

The higher speeds of the motorized excitation and barrier filter wheel and the motorized shutter enable quick wavelength changes, reducing photobleaching of the specimen. It can be operated via easily accessible control buttons, increasing operation efficiency.

CFI Plan Apochromat λ series objectives

Transmission and chromatic aberration correction have been improved throughout the wide range of visible to near IR wavelengths, allowing use of various fluorescent reagents. They provide bright, high-contrast, high S/N (signal-to-noise) ratio multi-color fluorescence images with almost no focus shift when used with any wavelength.



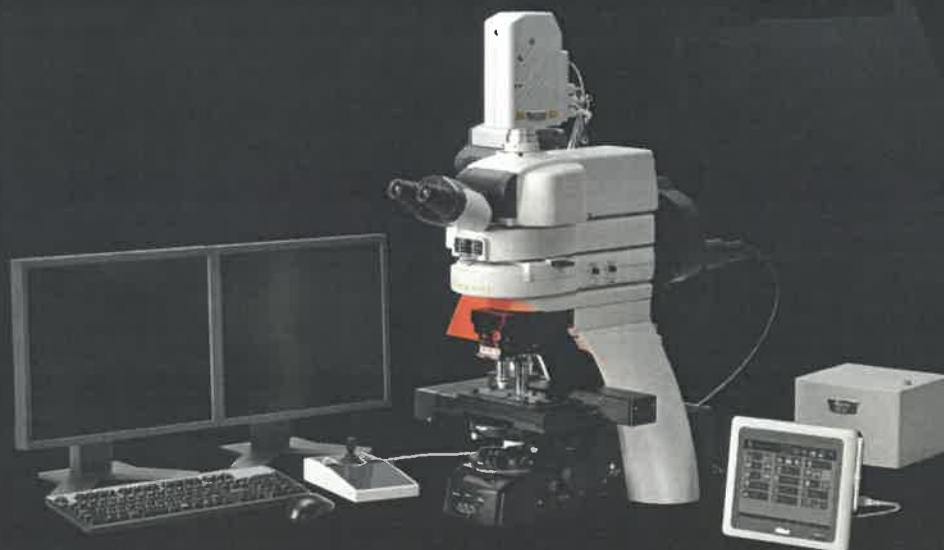
Mounted motorized excitation/barrier filter wheel

Ni-E

Multi-color
fluorescent
observation

FISH

Signal
conversion



Photoactivation imaging (Ni-E/Ni-U)

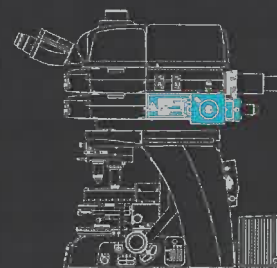
Research into the reactions and changes of stimulated cells has become popular in recent years. Nikon has developed a new photoactivation unit for upright microscopes, a first in microscopy.

Flexible stratum structure

This structure allows two-layer mounting of a photoactivation unit with an epi-fluorescence attachment.

Objectives for long-wavelength laser

With CFI Plan Apochromat λ objectives, chromatic aberration has been corrected up to 850 nm and transmission improved in the long wavelength range, increasing accuracy and efficiency of laser excitation at target site.



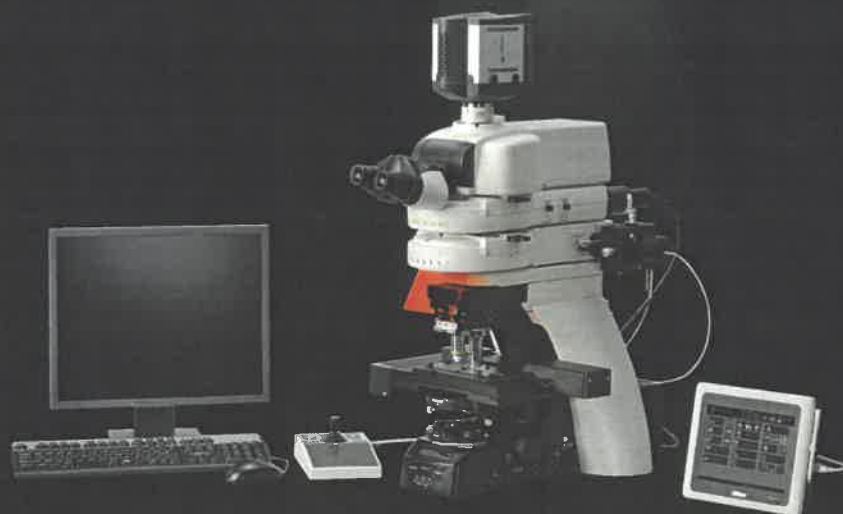
Mounted photoactivation unit

Ni-E

Ni-U

Photo-
activation

FRAP

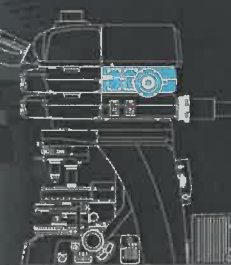


Simultaneous multichannel imaging (Ni-E/Ni-U)

The Ni's back port and the quadrocular tilting tube allow the user to acquire simultaneous, two-channel images on separate cameras. This feature is invaluable for applications such as FRET.

■ Simultaneous imaging with two cameras

The Ni's flexible stratum structure enables incorporation of a back camera port unit, allowing simultaneous image acquisition of two different wavelengths with two different cameras mounted on the back port unit and the quadrocular tilting tube. This enables the capture of high-resolution images in the entire frame for each wavelength without dividing the CCD chip. The use of individual cameras for acquisition allows the user to tailor acquisition parameters for each channel independently, allowing acquisition of high-sensitivity FRET images.



Mounted back port unit

Ni-E

Ni-U

FRET

Ratio
imaging



Multiphoton imaging (Ni-E)

Multiphoton microscopy in which long excitation wavelengths are used to allow less-invasive imaging of ever deeper areas of cells is gaining popularity. The design of the Ni-E model is optimized for multiphoton imaging in both optical and mechanical systems to meet the demands of today.



Objective dedicated to multiphoton imaging

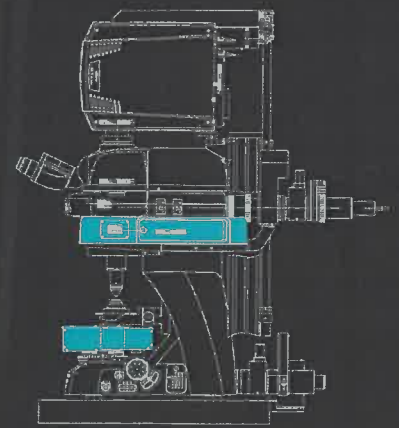
CFI75 Aplanachromat 25xW MP objective features chromatic aberration correction over a broad wavelength range from 405 to 950 nm, high NA (numerical aperture) (1.10) and longer working distance (2.0 mm), and compatibility with water immersion and water dipping.

High-sensitivity multiphoton detector (NDD)

Newly developed episcopic NDD (non-descanned detector) unit incorporates a detector that efficiently senses weak signals from deep areas of live specimens. In combination with a diasopic NDD unit, transmitted signals can be also detected.

Retrofittable focusing nosepiece mechanism

Microscopes can be modified by switching the focusing stage and focusing nosepiece, enabling fixed-stage configuration to meet demands of experiments such as *in vivo* imaging.



Mounted episcopic NDD unit and diasopic NDD unit

NI-E

**In vivo
imaging**

**Two-photon
imaging**

**Photo
activation**

Versatile microscopes meet all demands

Manual and motorized models

To meet diverse user demands for operability, system expandability and motorized control, Nikon provides two Ni series models. The Ni-U, which has compatibility with some motorized accessories, is the manual model suitable for high-quality image observation and digital imaging. The Ni-E is a fully motorized model that is efficient for experiments requiring comprehensive control of various devices, such as photoactivation units and confocal systems.

Ni-U (manual model)

- Ergonomic tube and stage handle height adjustment mechanism allow comfortable viewing positions.
- Stratum structure and sturdy design improve expandability.
- Motorized nosepiece, motorized epi-fluorescence cube turret, motorized shutter can be utilized.



Ni-U configured with an ergonomic binocular tube



Ni-E configured with a motorized epi-fluorescence cube turret and motorized universal condenser

Ni-E (motorized model)

- High-precision motorized focusing
- Broad range of motorized accessories that can be used in combination.
- Observation conditions can be changed at a simple push of a button.
- Stratum structure and sturdy design improve expandability.
- 3D ergo design buttons with improved operability are located close together for speedy operations.
- Microscope settings in use can be verified on the display.
- Optimized for multiphoton excitation imaging
- Two focusing mechanism options: focusing stage and focusing nosepiece

Ni-E provides fully motorized operations

Automatic adjustment with objective changeover

Condenser, aperture and field diaphragm, and ND filter are automatically set to the optimal position during objective changeover. In addition, stage XYZ travel amount per handle rotation and parfocal distance deviation correction are automatically adjusted. Microscope settings can also be manually adjusted.

Change of observation conditions

Selected observation conditions can be designated to individual buttons, enabling changes to be made at the push of a button. This is particularly convenient when reproducing specific observation conditions.

High-precision motorized focusing

High-precision Z-focus incorporated by the Ni-E provides accurate Z-position information required for use with confocal laser microscopes. Individual coarse and fine focus knobs provide enhanced ease of operation.



Technologies supporting the Ni series

Supreme optical performance

As a light microscope manufacturer, Nikon has cultivated high technical capabilities and confidence. With its advanced technologies extending from optical glass production to lens design, fabrication, coating and processing, Nikon provides unsurpassed optical performance.

High-performance objective lens

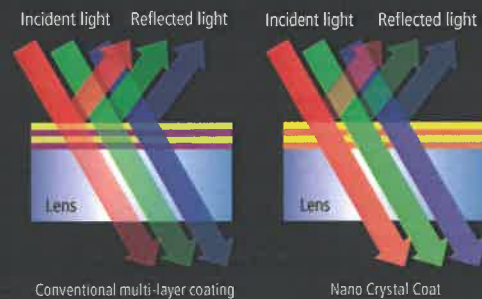
● CFI Plan Apochromat λ series

With remarkably high NA, greatly improved transmission in the long wavelength range thanks to Nikon proprietary Nano Crystal Coat, and chromatic aberration correction over 435 to 850 nm, these objectives are ideally suited not only for brightfield and DIC observations but also for fluorescent observations. These lenses allow acquisition of bright and clear images at any wavelength for near-IR imaging and multi-color fluorescence imaging. Because bright images can be captured even with a weak excitation light, damage to a specimen is minimized.



Nano Crystal Coat

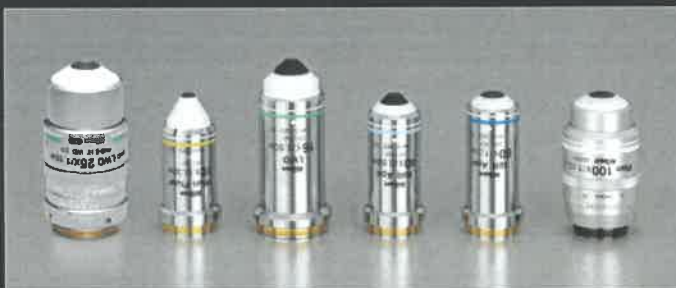
This anti-reflective coating that consists of nanometer-size particles is based on semiconductor manufacturing technology and is also used for Nikon camera lenses. The coarse structure with particles arranged in a spongy construction with uniform spaces between them enables extremely low refractive indices.



● Water dipping objective lenses

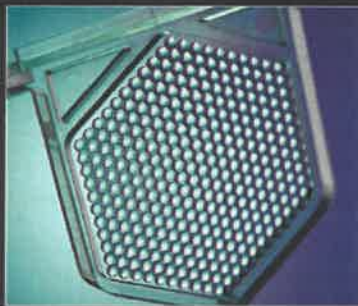
With a long working distance and high NA, these objectives provide excellent transmission in near IR wavelength range. The axial chromatic aberration of 40x and 60x objectives has been corrected to up to 850 nm, allowing high-resolution images of minute structures in thick specimens during IR-DIC observation.

The 25xW MP and 100x objectives feature high NA (1.1) and a long working distance (2.0 mm). With chromatic aberration corrected in the IR region, these objectives are ideal for multiphoton excitation observation. In addition, by employing a mechanism to compensate for the changes in spherical aberration that occur at different temperatures and depths of observation points, clear images of areas deep within a thick specimen can be captured.



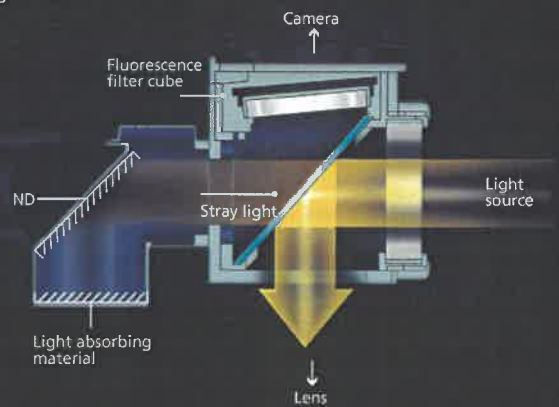
Uniformly bright illumination

The "fly-eye" lens is ideally suited to diascopic illumination optical systems. Uniform and bright illumination up to the viewfield periphery is provided at any magnification.

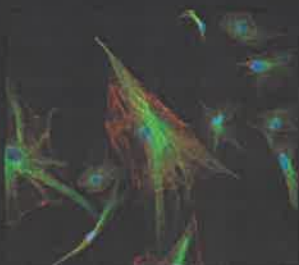


Fluorescence noise elimination

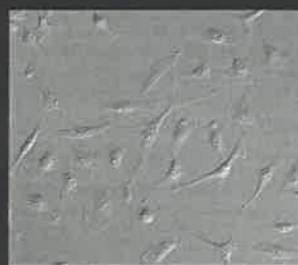
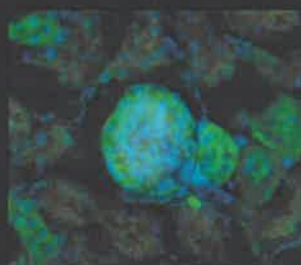
Nikon's proprietary noise terminator mechanism is employed in the epi-fluorescence cube turret and filter cubes. The S/N ratio has been dramatically improved by thoroughly eliminating stray light in the filter cubes, allowing images of weak fluorescent signals to be captured with high contrast and brightness.



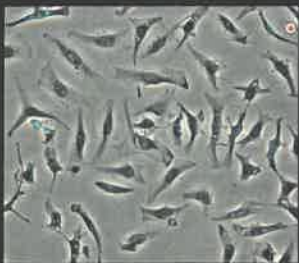
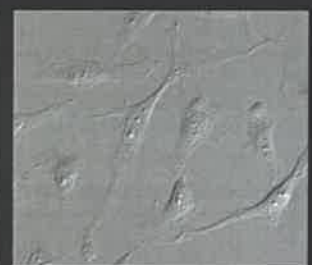
Excellent image acquisition with all observation methods



Epi-fluorescence observation



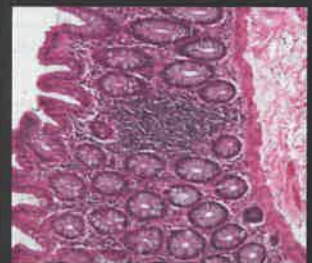
DIC (Differential Interference Contrast) observation



Phase contrast observation



Brightfield observation



Ultimate ease, speed and clarity in imaging

Digital imaging

The Ni series can be controlled in conjunction with a Digital Sight series digital camera, facilitating effortless digital imaging. Images can be captured with a dedicated button on the microscope body. Camera control from the software GUI on a PC and the touch panel on the camera control unit* is also possible. * For C-mount cameras

● Image capture button

Images can be acquired by simply pressing the image capture button located on the microscope base.



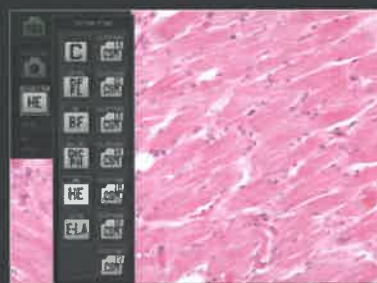
● Stand-alone control unit DS-L3 for C-mount cameras

Stand-alone control unit DS-L3 allows the Digital Sight series C-mount digital camera to be set up and operated without a PC connection. It also enables image acquisition from a PC through a network. The DS-L3 is firmware based, and therefore will not compromise your facility's network.

- Optimal imaging parameters for each observation method can be selected using icons and simple measurements can be taken.
- Camera, motorized microscope functions and peripheral devices can be comprehensively controlled.
- Microscope status data, such as objective lens, fluorescent filter cube and condenser information, is automatically saved along with the captured image when a motorized or intelligent unit is attached.
- Operations can be controlled with a mouse or a touch panel operated by touch or stylus pen.
- Required icons can be selected and laid out as desired.



Camera/microscope control

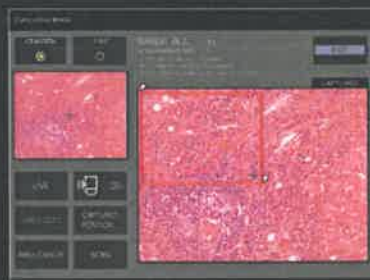


Scene mode icons



Microscope control

- Combination of Ni-E and motorized stage enables large-image acquisition.



L3 ASSIGN MODE
GUI for scan area setting



Digital cameras for microscopes

A wide range of digital cameras for microscopes from the Digital Sight series are available, including compact C-mount camera heads and fast, high-definition, F-mount cameras equipped with the Nikon FX-format CMOS sensor, which eliminates the need for a camera control unit.

F-mount CMOS cameras

- **Microscope Camera DS-Ri2**

This 16.25-megapixel, high-definition camera is equipped with a Nikon FX-format CMOS sensor. The high frame rate of up to 45 fps (1636 x 1088 pixels) enables fast focusing. The new image processing engine allows accurate color reproduction of microscopy images. Color fluorescent images can be clearly captured with its low-noise design.



- **Monochrome Microscope Camera DS-Qi2**

Equipped with monochrome CMOS sensor (16.25-megapixel). High-speed image capture of up to 45 fps (1636 x 1088 pixels). High sensitivity and superb S/N ratio design. Moreover, mounting a Peltier cooling device provides bright fluorescent images. Reliable quantitative analysis with excellent linearity.



C-mount CCD camera heads

- **High-definition cooled color camera head DS-Fi1c**

Equipped with a 5-megapixel CCD. The cooling mechanism reduces heat-induced noise, making it ideal for fluorescent image acquisition.



- **High-definition color camera head DS-Fi2**

Equipped with a 5-megapixel CCD. Displays live images at max. 21 fps. Minute structures can be captured in brightfield, phase contrast and DIC observations.



Imaging Software NIS-Elements

NIS-Elements seamlessly integrates cameras, peripheral devices, and the Ni, serving as a powerful yet easy-to-use interface for complex imaging experiments. Powerful tools for quick processing, measurement and acquired data management provide a one-step solution for acquisition and analysis.

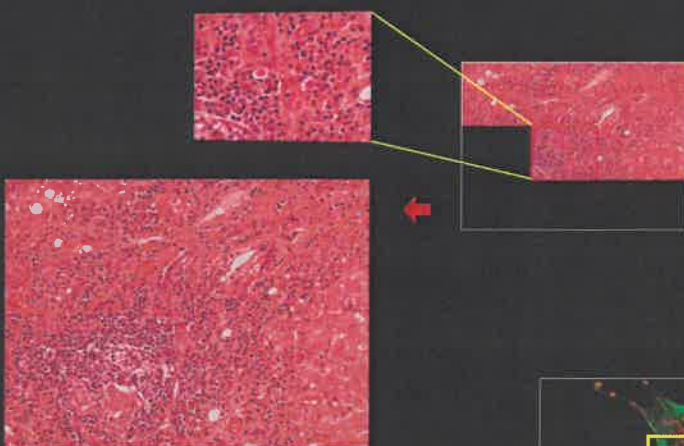
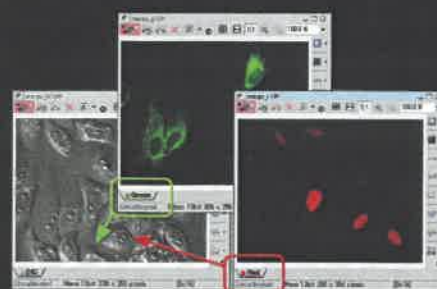
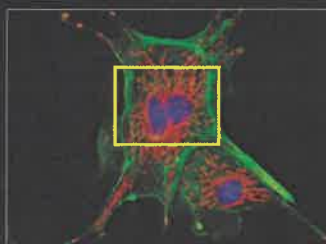


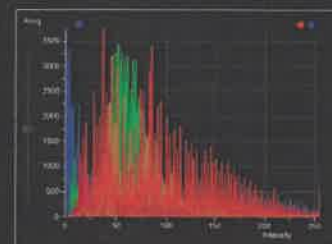
Image stitching (large image)



Merge channels



Histogram



High-resolution confocal imaging systems

Combining the Ni-E's high-precision Z-focus mechanism with a confocal scanner allows high-resolution, high-S/N-ratio imaging of 3D structures of organs and cells. The Ni-E can be configured with either a focusing stage or a focusing nosepiece, catering to specific imaging requirements. Nikon offers a wide range of confocal systems that can accommodate various needs.

● Multiphoton confocal microscope A1 MP⁺/A1R MP⁺

A1 MP⁺ enables high-resolution multiphoton imaging (up to 4096 x 4096 pixels). In addition, A1R MP⁺ is capable of high-speed multiphoton imaging of up to 420 fps. The high-performance detectors enable deep imaging of living specimens with high sensitivity. The NDD also enables high-speed, accurate unmixing of GFP and YFP.

● Confocal microscope C2⁺

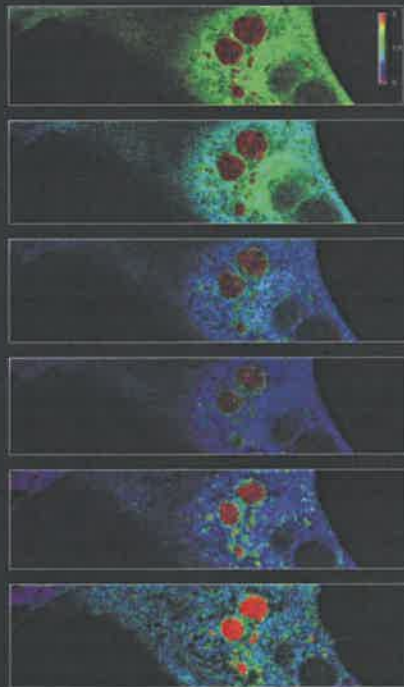
C2⁺ features a compact design and high functionality. The C2⁺ allows users to acquire simultaneous 3-channel and diascopic DIC images and provides powerful imaging modalities, such as large-image stitching.

● Confocal microscope A1⁺/A1R⁺

A1⁺ incorporates a high-definition (up to 4096 x 4096 pixels) non-resonant scanner. A1R⁺ also incorporates a high-speed (up to 420 fps) resonant scanner, in addition to the non-resonant scanner, enabling true simultaneous photoactivation and imaging.

● Spectral imaging confocal microscope A1si⁺/A1Rsi⁺/ C2si⁺

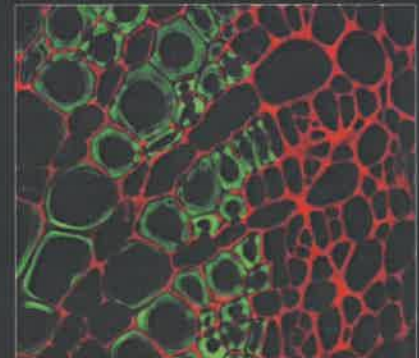
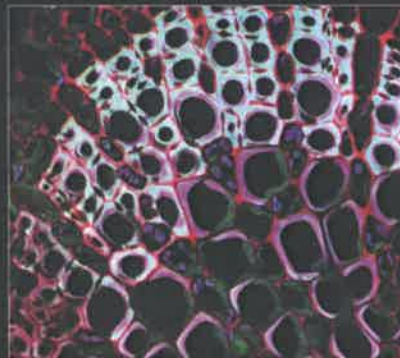
By incorporating a spectral detector, a wide wavelength spectrum of 320 nm can be acquired with a single scan. Closely overlapping spectra can be unmixed cleanly with minimal crosstalk.



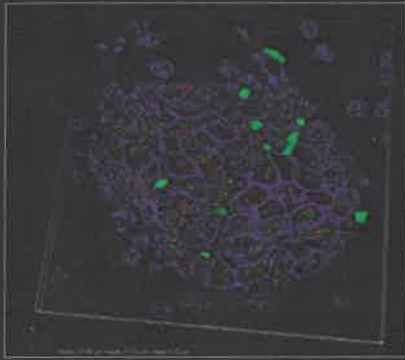
RK13 rabbit kidney epithelial cell stably transfected with the calcium biosensor Yellow Cameleon 3.6. The cell was exposed to ionomycin to raise intracellular calcium and induce FRET. The color change indicates changes in the level of FRET. Time-lapse images were taken with the A1R (resonant scanner). Sample courtesy of: Dr. Mike Davidson, National High Magnetic Field Laboratory, Florida State University



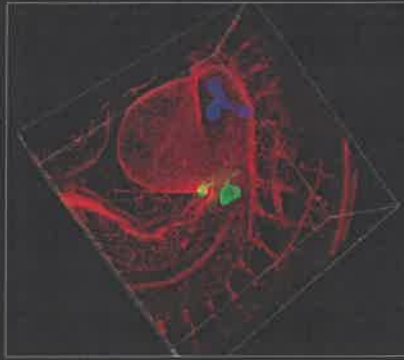
Ni-E configured with C2⁺



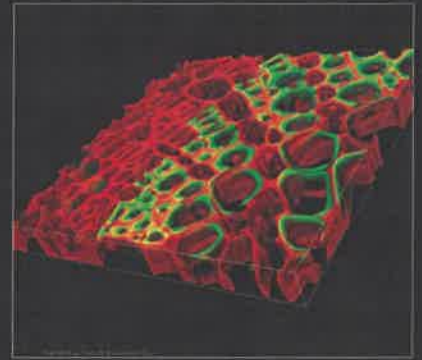
Privet leaf section (fluorescence from Fast Green, Safranin, Crystal Violet, and Orange G) (captured with A1)



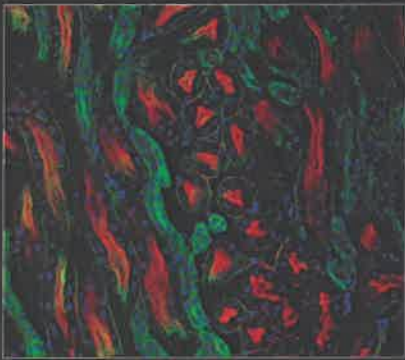
Adult mouse islet stained with anti-proinsulin, anti-beta catenin and anti-KDEL (ER marker).
Photos courtesy of: Drs. Diva Jonatan, Matt Kofron and James Wells, Cincinnati Children's Hospital Medical Center



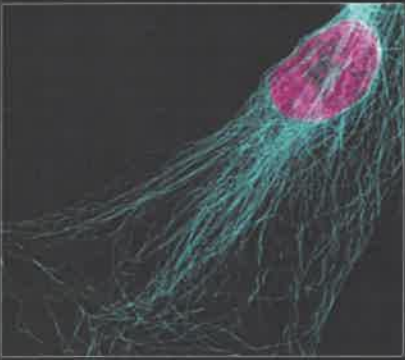
E10.5 mouse embryo wholemount stained with anti-Pdx1 (green), anti-Nkx2.1 antibodies (blue) and anti E-cadherin to reveal the developing pancreatic and lung primordia.
Photos courtesy of: Drs. Diva Jonatan, Matt Kofron and James Wells, Cincinnati Children's Hospital Medical Center



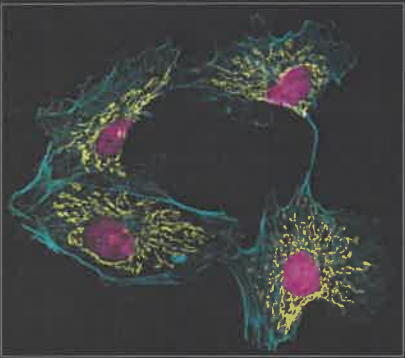
Privet leaf section (fluorescence from Fast Green, Safranin, Crystal Violet, and Orange G) (captured with A1)



Cryosection of a mouse kidney labeled with phalloidin (actin; red), wheat germ agglutinin (green), and DAPI (DNA; blue) (captured with A1)



Mouse fibroblast labeled with tubulin antibodies (blue) and DAPI (DNA; magenta) (captured with A1)



Bovine brain microvascular endothelial cells labeled with MitoTracker (mitochondria, yellow), phalloidin (actin, blue) and Hoechst (DNA, magenta). (captured with A1)



Two types of laser unit are available



The compact model consisting of LU-N4, LU-N4S and LU-N3 comes pre-installed with either four (for LU-N4/4S) or three (LU-N3) lasers. The LU-N4/N4S/N3 model achieves maximal light throughput based on its alignment-free, high-efficiency laser combiner while maintaining a compact design. The flexible model, LU-NV, which also utilizes the high-efficiency laser combining system, supports up to eight different lasers and seven output fibers, an ideal laser system for multi-modal imaging.

LU-N4/N4S 4-laser unit, LU-N3 3-laser unit

The LU-N4/LU-N4S/LU-N3 model provides one output fiber. With its compact design, this laser unit provides a space-saving solution for laser application systems.

- The LU-N4/LU-N4S is equipped with four lasers (405 nm, 488 nm, 561 nm, and 640 nm), while LU-N3 offers three lasers (405 nm, 488 nm, and 561 nm).
- The optical axis of each laser is aligned prior to shipment resulting in an effortless setup.
- The unique monolithic laser combining system prevents alignment shifts even after long-term use, resulting in consistent and maximal laser output.
- A built-in AOTF allows fast and efficient selection of wavelengths and power modulation.



Dimensions and weight

360 (W) x 210 (H) x 593.5 (D) mm, Approx. 16 kg

Installed laser wavelength and laser type

Wavelength	Laser type	Output power at the fiber end
405 nm	LD	15 mW
488 nm	LD*	15 mW*
561 nm	DPSS	15 mW
640 nm (for LU-N4/N4S)	LD	15 mW

* LU-N4S is equipped with DPSS laser (output power: 8 mW) for 488 nm wavelength.



LU-NV

The LU-NV laser combiner can be configured with up to eight different lasers and seven output fibers, providing maximal flexibility. With its multiple output fibers and fiber switching system, the LU-NV supports multiple laser applications such as photoactivation and confocal imaging on a single microscope platform.

- Available lasers for the LU-NV: 405 nm, 445 nm, 458 nm, 488 nm, 514 nm, 532 nm, 561 nm, 594 nm, 640 nm and 647 nm.
- High-power lasers for confocal microscopes are available.
- Lasers can be individually turned ON/OFF, boosting the efficiency of the lasers.
- The optical axis of each laser is aligned prior to shipment resulting in an effortless setup.
- The unique monolithic laser combining system prevents alignment shifts even after long-term use, resulting in consistent and maximal laser output.
- A built-in AOTF allows fast and efficient selection of wavelengths and power modulation.

Dimensions and weight

LU-NV laser unit: 400 (W) x 781 (H) x 685 (D) mm, approx. 70 kg

LU-controller box B: 400 (W) x 123 (H) x 687 (D) mm, approx. 7 kg

Mountable laser wavelength and laser type

Wavelength	Laser type	Output power at the fiber end
405 nm	LD	20 mW
445 nm	LD	20 mW
458 nm	DPSS	18 mW
488 nm	DPSS	20 mW, 45 mW, 70 mW
514 nm	DPSS	20 mW, 40 mW
532 nm	DPSS	40 mW
561 nm	DPSS	20 mW, 45 mW, 70 mW
594 nm	DPSS	20 mW
640 nm	LD	20 mW, 40 mW
647 nm	Fiber	125 mW



LU-NV Laser Unit with
LU Controller Box B (top)



LED and mercury light sources for epi-fluorescence microscopy

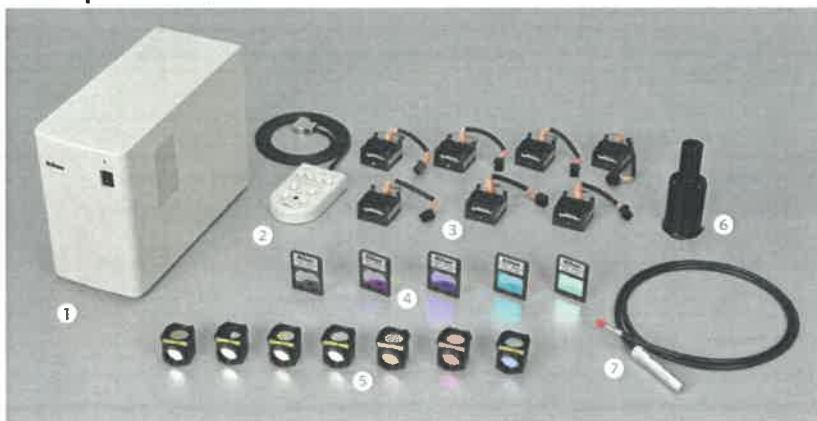
Epi-Fl LED illuminator

The LED illuminator ensures stable and quantitative brightness of illumination and operational simplicity. It is particularly suited to long periods of fluorescence time-lapse imaging.



- 1 Epi-Fl LED illuminator main unit
- 2 Simple remote control pad
- 3 LED unit
- 4 Dichroic mirror unit
- 5 Epi-Fl Filter Cube
- 6 HG100W Adapter R
- 7 Fiber (1.5 m/3.0 m)

C-LEDFI Epi-Fl LED Illuminator



Stable light intensity

Stable illumination brightness ensures quantitative and reliable fluorescence intensity measurement.

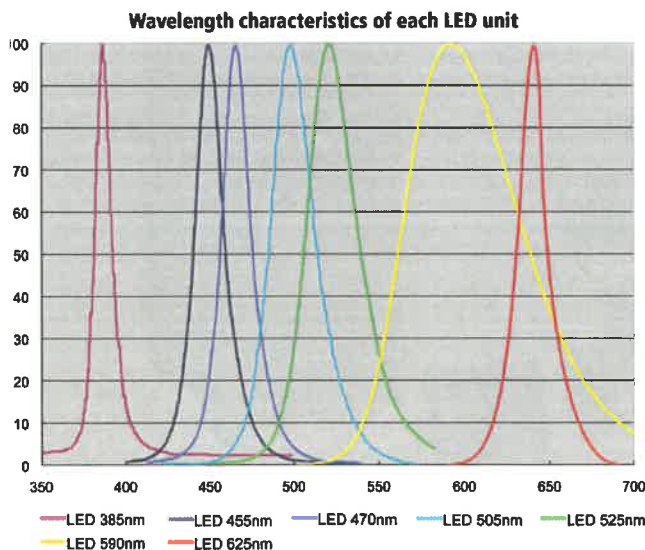
The LED illuminator ensures minimal output fluctuation of less than 0.1% in 100 Hz (10 ms.). In addition, it maintains output fluctuation at below 3% even when the illuminator is switched on and off intermittently over 72 hours of time-lapse observation.

Zero warm-up time

The illuminator requires zero warm-up time and enables observation immediately after it is switched on. Thus it can even be employed only when capturing images during time-lapse imaging, thereby eliminating the need for fluorescence shutters.

Wavelength intensity control

The illuminator allows for a flexible combination of LED units, enabling simultaneous lighting with multiple wavelengths for multi-color observation. The intensity of the excitation LED light for each wavelength can be consecutively controlled, thereby eliminating the need for ND filters.



Control with NIS-Elements software

Turning the illuminator on and off and changing wavelengths in synchronization with image acquisition is possible with NIS-Elements imaging software.

Maintenance free

An LED has a minimum lifespan of 10,000 hours, eliminating the need for frequent lamp replacement.

Alignment free

The LED and dichroic units do not need to be aligned each time they are changed over. Furthermore, the Epi-Fl LED Illuminator is connected to the microscope fluorescent attachment using a dedicated optical fiber cable, eliminating the need to center the light source.

Specifications

LED unit	7 types; up to 4 units can be assembled 385/455/470/505/525/590/625 nm	
Dichroic mirror unit	5 types, up to 3 units can be assembled 425/455/470/565/610 nm	
Fiber	Two types (1.5 m or 3.0 m)	
LED control	Simple remote control pad	Selection and ON/OFF of LED unit is possible. (Simultaneous lighting of multiple LEDs and light intensity control for each LED unit is possible.) Light intensity control step: 7 steps (0, 10, 20, 40, 60, 80, 100%)
	NIS-Elements software	Selection and ON/OFF of LED unit is possible. (Simultaneous lighting of multiple LEDs is possible.) Light intensity control step: Minimum 0.5% linear control Intensity control of multiple LED units while retaining intensity ratios is possible. LED excitation in synchronization with image acquisition using CCD camera (time-lapse imaging) Trigger Acquisition function available
ON/OFF switching speed	Less than 100 μ s	
LED auto detection	Automatic detection and display of LED unit (using NIS-Elements)	
LED lifetime	Over 10,000 hours	
External dimensions	135 (W) x 227 (H) x 303 (D) mm	
Weight	Approx. 5.4 kg	

HG Precentered Fiber Illuminator Intensilight

The Intensilight high-intensity mercury-fiber illuminator employs a precentered, long-life lamp that requires no centering while allowing users to capture high-quality fluorescence images with uniform brightness.

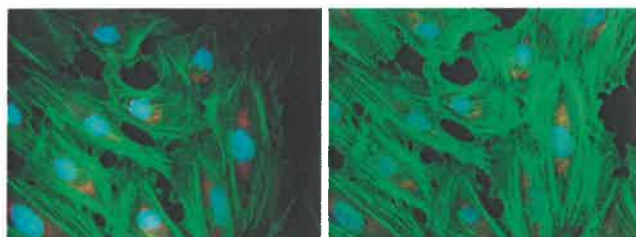


C-HGFI (manual)

C-HGFI (motorized)

Precentered lamp requires no alignment

The use of a precentered lamp and dedicated optical fibers eliminates the need for cumbersome centering and focusing operations, even after the lamp is replaced. Uniform brightness is always assured.



Off-center

Precentered

2000-hour long-life lamp

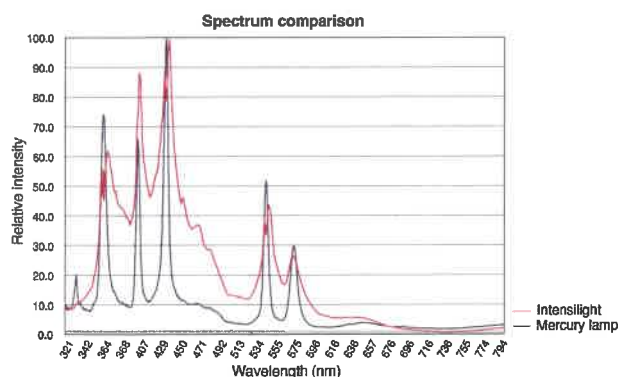
The lamp lasts an average of 2000 hours, or 10 times longer than conventional mercury lamps. Therefore, replacement costs and microscope downtime are greatly reduced.

Reduced heat and electrical noise

Dedicated optical fibers (1.5 m, 3 m) allow the light source to be placed away from the microscope, reducing heat and electrical noise on the microscope body. This is particularly suited to long-time fluorescence observation (time-lapse observation) of live cells.

Greatly increased brightness for green spectrum

At wavelengths of around 450 nm to 500 nm, brightness is much higher than that of a conventional mercury lamp, making the lamp ideally suited to observation of green fluorescence such as FITC and GFP.



Shutter and light intensity control

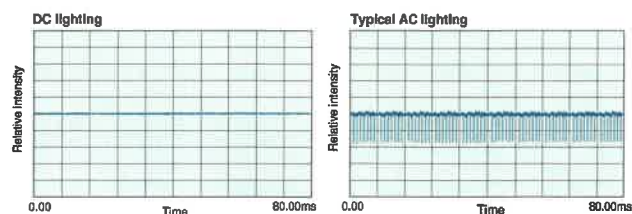
There are six levels of light intensity to choose from depending on the specimen. The shutter allows light to the specimen to be easily shut off without the power being turned off. Therefore, photobleaching can be reduced to a minimum when observing multi-stained specimens.

Safety measures

When the lamp replacement cover is open or the optical fibers are not attached, the interlock automatically shuts the light off to protect the user from possible light exposure. Furthermore, when the lamp temperature sensor detects abnormally high temperatures, power is cut to protect the lamp.

DC lighting for constant light intensity

As DC (direct current) lighting is less influenced by frequency than AC (alternating current) lighting, DC provides constant, nonfluctuating light.



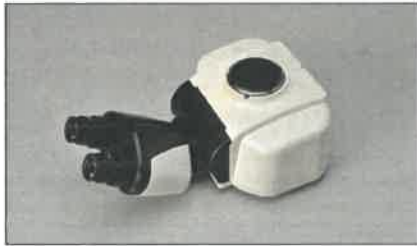
Motorized model C-HGFI available

The light intensity and shutter can be controlled from an optional dedicated remote controller or a PC that incorporates Nikon's NIS-Elements imaging software. The light intensity and shutter can be programmed for each application and controlled in conjunction with the microscope and peripheral equipment. This enables automatic control during excitation light changeover and observation of multi-stained specimens.

Specifications

Lamp	Ultrahigh pressure 130 W mercury lamp
Lamp life	Average 2000 hours
ND (light intensity)	1 (100%), 2 (50%), 4 (25%), 8 (12%), 16 (6%), 32 (3%)
Shutter response	(Motorized) 100 msec
Power supply	100-240 VAC 50/60 Hz
Dimensions (including protrusions)	(Manual) 110 (W) x 307 (D) x 278.5 (H) mm (Motorized) 110 (W) x 296 (D) x 278.5 (H) mm
Weight	Approx. 6 kg
Optical fiber length	1.5 m/3.0 m

Wide array of accessories finely segmented by function



Motorized quadrocular tilting tube (Ni-E)

Motorized changeover of optical paths is possible. Eyepiece inclination can be adjusted from 15° to 35°.



Motorized DSC zooming port (Ni-E)

A digital camera can be mounted on the camera port. A motorized 0.6x - 2.0x zoom optical system is incorporated.



Motorized ND filter (Ni-E)

Brightness is automatically optimized with the changeover of the motorized nosepiece. Motorized adjustment of desired brightness is also possible.



Motorized XY stage (Ni-E)

Effective for applications that require highly accurate positioning, such as photoactivation imaging and FISH.



Joystick for motorized stage (Ni-E)

Makes control of motorized XY stage possible.



Ergo controller (Ni-E)

In addition to motorized microscope operation, XYZ control of stage is possible with similar operational ease as that of an actual microscope.



Motorized universal condenser Dry (Ni-E)

High-speed motorized changeover of condenser modules for brightfield, phase contrast, DIC and simple darkfield observations is possible.



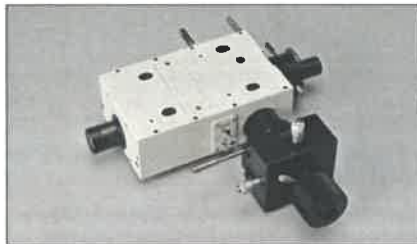
Motorized barrier filter wheel (Ni-E)

Barrier filter positions (7 positions—using 25 mm filters) can be changed at a high speed of 0.2 sec. between adjacent positions.



Motorized excitation filter wheel (Ni-E)

Excitation filter positions (8 positions—using 25mm filters) can be changed at a high speed of 0.15 sec. between adjacent positions.



Photoactivation unit (Ni-E, Ni-U)

Laser light photoactivation and episcopic illumination are possible. Both the photoactivation unit and the confocal system can be used with a single laser source.



Back port unit (Ni-E, Ni-U)

Enables simultaneous acquisition of images with two different wavelengths using two cameras. Dedicated cubes are optional.



Motorized DIC sextuple nosepiece (Ni-E, Ni-U)

Objective magnification is automatically saved along with the captured image. Built-in prism/analyzer plate slot.



Motorized epi-fluorescence cube turret (Ni-E, Ni-U)

Noise terminator provides high S/N ratio. Six filter cubes can be installed. Either an epi-fluorescence attachment or a photoactivation unit can be attached.



Motorized shutter (Ni-E, Ni-U)

High-speed shutter control is possible. The shutter can be attached to diascopic and episcopic illumination systems.



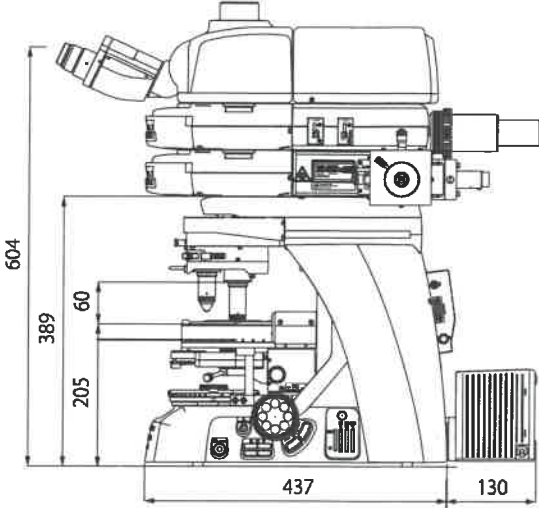
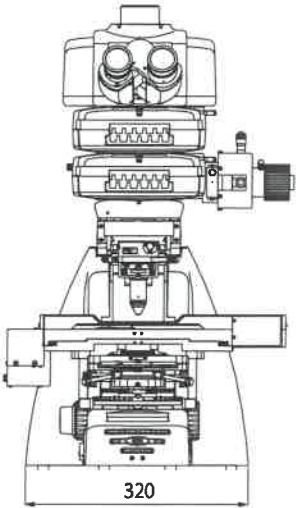
Simple remote control pad (Ni-U)

Motorized operation of nosepiece, epi-fluorescence cube turret and shutter is possible.

Dimensional diagram

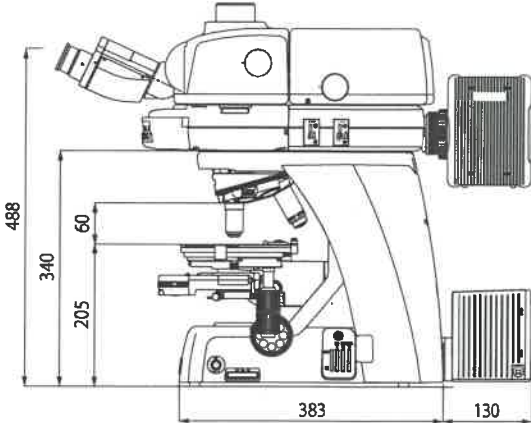
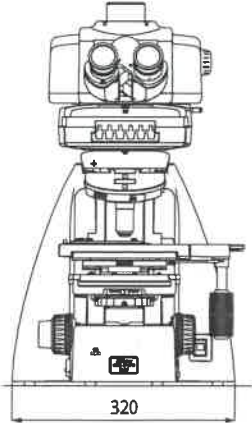
Ni-E (for use with focusing nosepiece)

Configured with an Ni photoactivation unit, two-tiered motorized epi-fluorescence cube turret and motorized quadrocular tilting tube



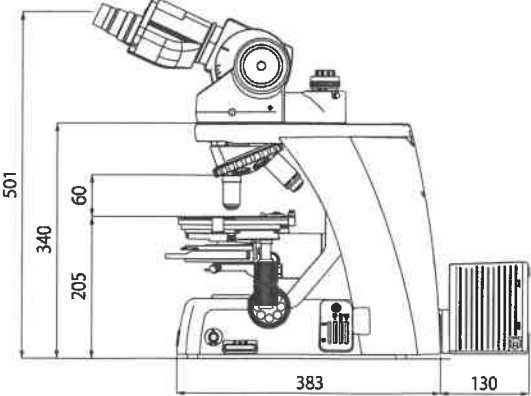
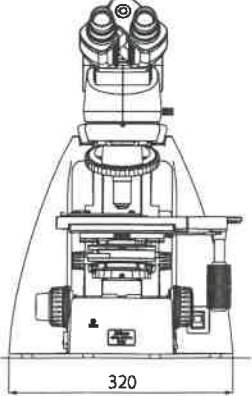
Ni-U

Configured with an epi-fluorescence cube turret and quadrocular tilting tube



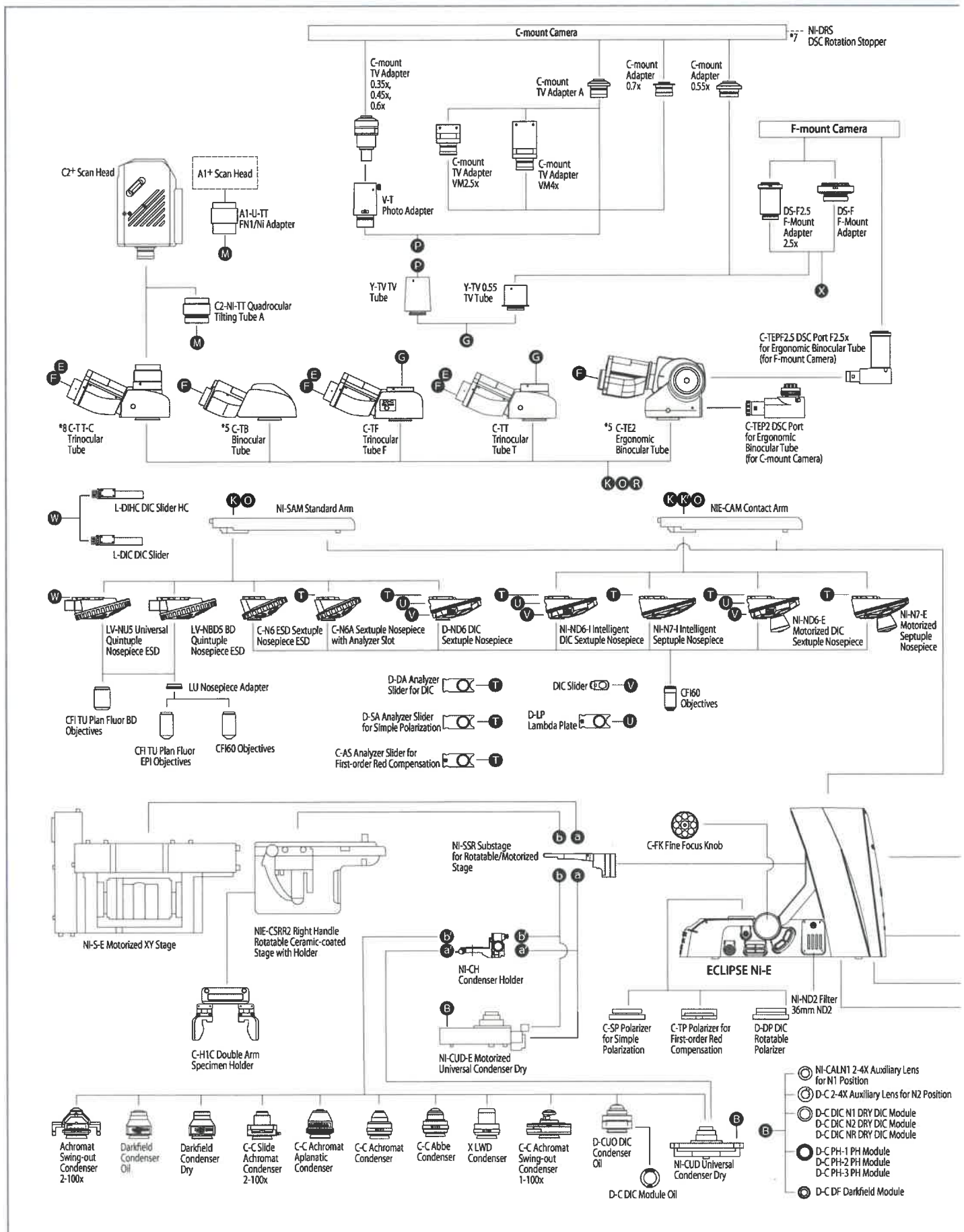
Ni-U

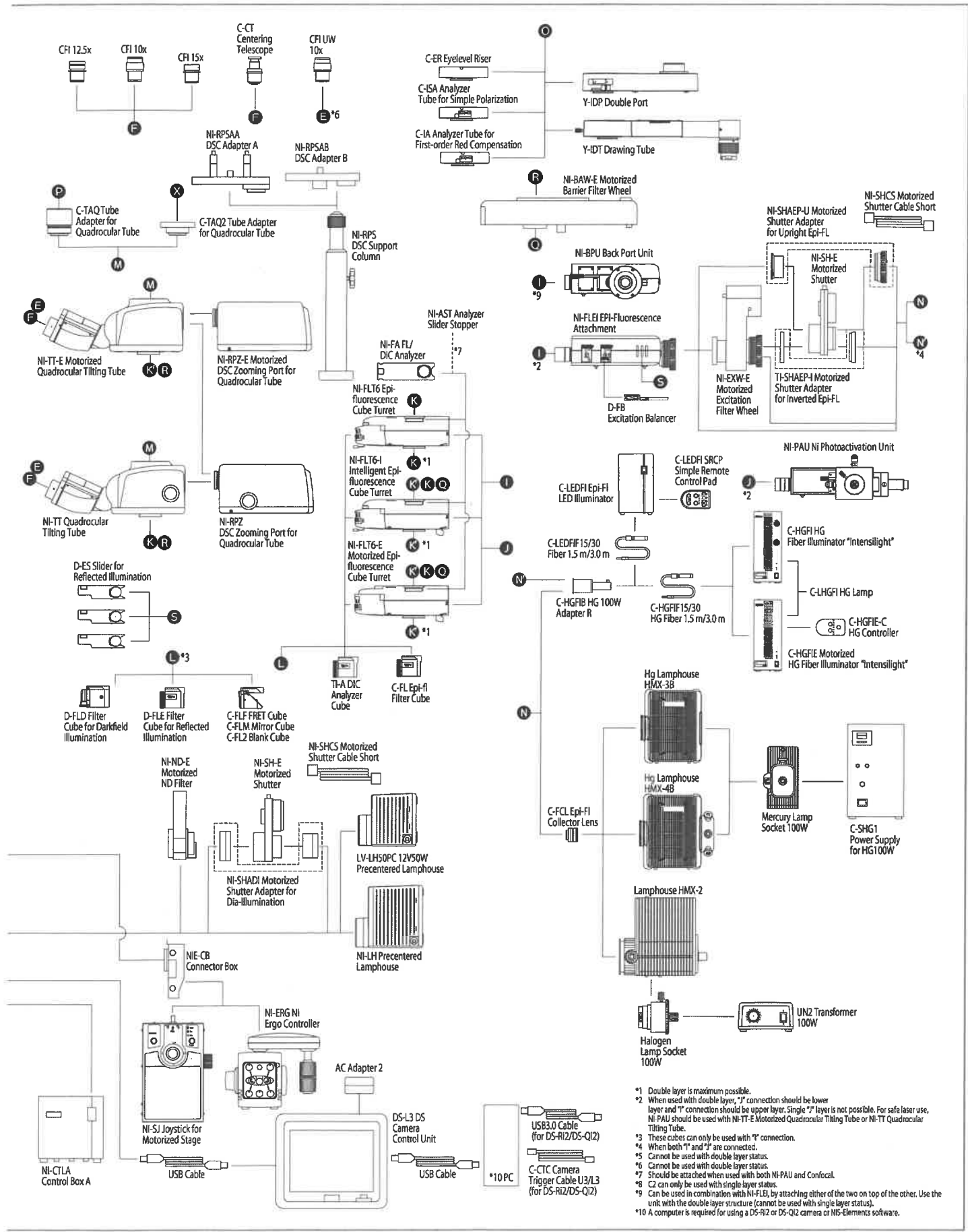
Configured with an ergonomic binocular tube and DSC port



Unit: mm

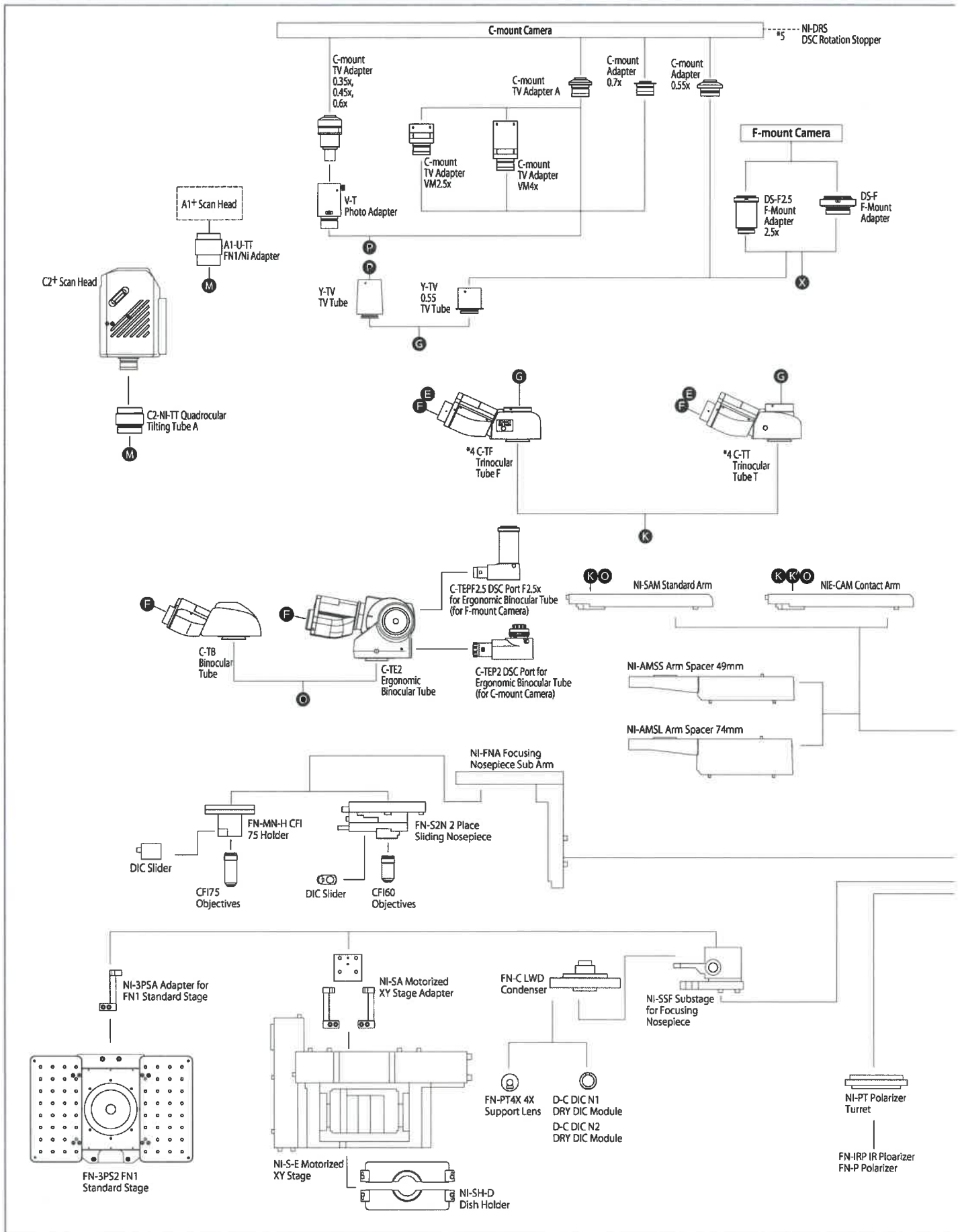
System diagram: Ni-E focusing stage type

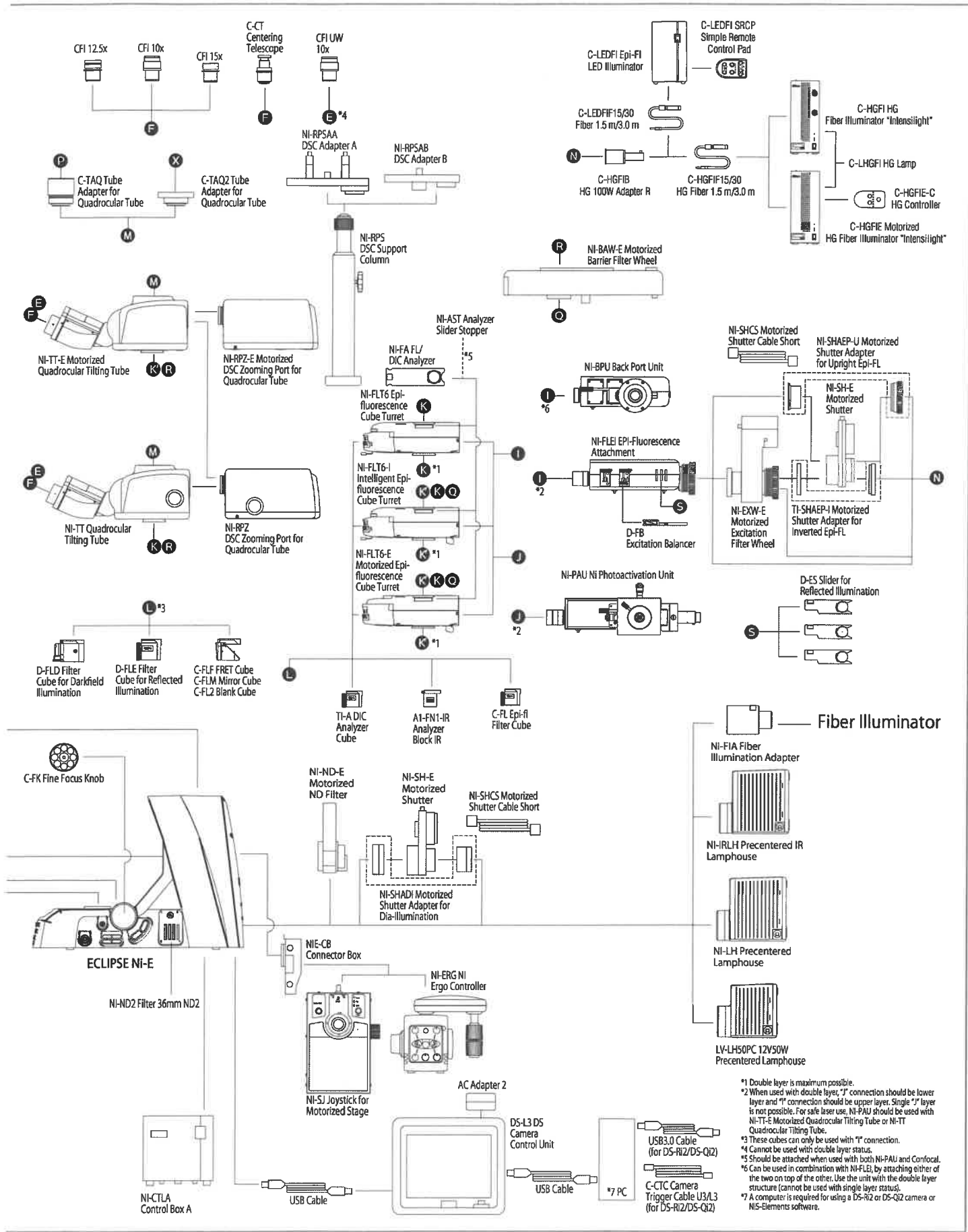




- *1 Double layer is maximum possible.
- *2 When used with double layer, "J" connection should be lower layer and "I" connection should be upper layer. Single "J" layer is not possible. For safe laser use, NI-PAU should be used with NI-TT-E Motorized Quadrocular Tilting Tube or NI-TT Quadrocular Tilting Tube.
- *3 These cubes can only be used with "I" connection.
- *4 When both "I" and "J" are connected.
- *5 Cannot be used with double layer status.
- *6 Cannot be used with double layer status.
- *7 Should be attached when used with both NI-PAU and Confocal.
- *8 C2 can only be used with single layer status.
- *9 Can be used in combination with NI-FLEI, by attaching either of the two on top of the other. Use the link with the double layer structure (cannot be used with single layer status).
- *10 A computer is required for using a DS-Ri2 or DS-Qi2 camera or NIS-Elements software.

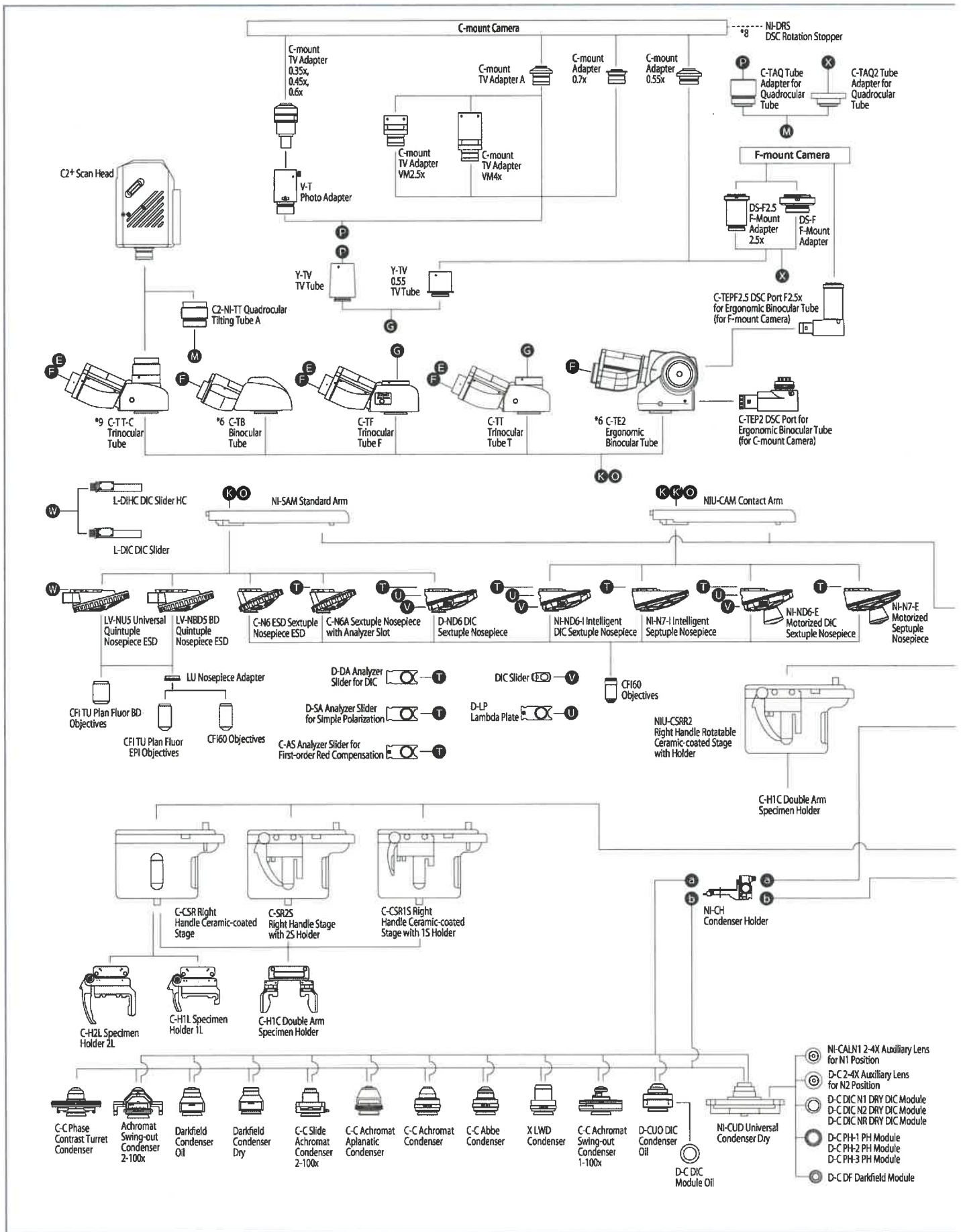
System diagram: Ni-E focusing nosepiece type

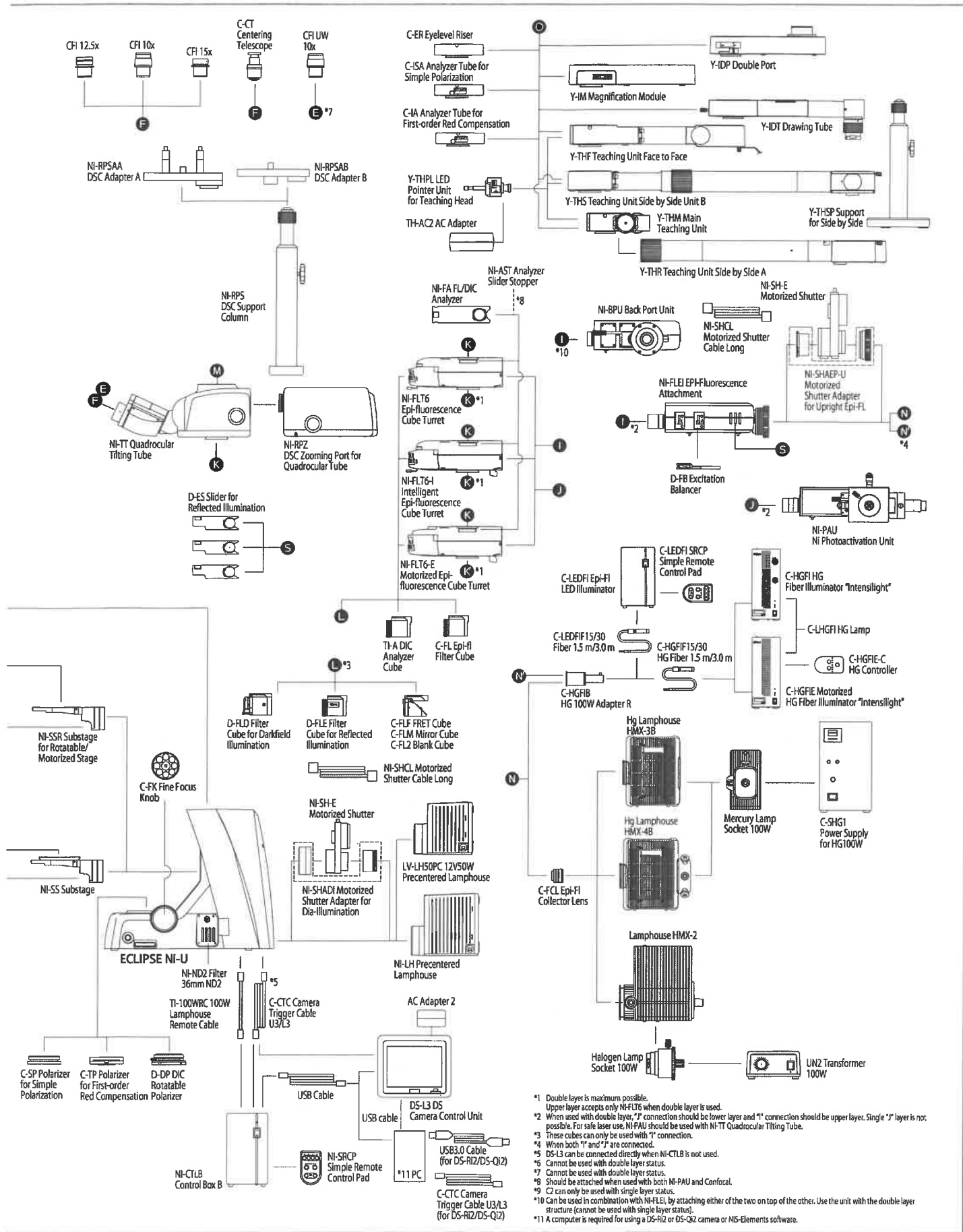




*1 Double layer is maximum possible.
 *2 When used with double layer, "J" connection should be lower layer and "I" connection should be upper layer. Single "I" layer is not possible. For safe laser use, NI-PAU should be used with NI-TT-E Motorized Quadrocular Tilting Tube or NI-TT Quadrocular Tilting Tube.
 *3 These cubes can only be used with "I" connection.
 *4 Cannot be used with double layer status.
 *5 Should be attached when used with both NI-PAU and Confocal.
 *6 Can be used in combination with NI-FLEI, by attaching either of the two on top of the other. Use the unit with the double layer structure (cannot be used with single layer status).
 *7 A computer is required for using a DS-Ri2 or DS-Qi2 camera or NIS-Elements software.

System diagram: Ni-U





*1 Double layer is maximum possible.
 Upper layer accepts only NI-FLT6 when double layer is used.
 *2 When used with double layer, "J" connection should be lower layer and "I" connection should be upper layer. Single "J" layer is not possible. For safe laser use, NI-PAU should be used with NI-TT Quadrocular Tilting Tube.
 *3 These cubes can only be used with "I" connection.
 *4 When both "I" and "J" are connected.
 *5 DS-L3 can be connected directly when NI-CTLB is not used.
 *6 Cannot be used with double layer status.
 *7 Cannot be used with double layer status.
 *8 Should be attached when used with both NI-PAU and Confocal.
 *9 C2 can only be used with single layer status.
 *10 Can be used in combination with NI-FLE, by attaching either of the two on top of the other. Use the unit with the double layer structure (cannot be used with single layer status).
 *11 A computer is required for using a DS-R12 or DS-Q12 camera or NIS-Elements software.

Specifications

		Ni-E		Ni-U
		Focusing stage type	Focusing nosepiece type	
Main body	Optical system	CFI60 infinity optical system	CFI60 and CFI75 infinity optical systems	CFI60 infinity optical system
	Focusing (stroke from focus point)	Via motorized stage Up/Down movement (Up 2 mm/Down 13 mm)	Via motorized nosepiece Up/Down movement (Up 13 mm/Down 2 mm)	Via manual stage Up/Down movement (Up 3 mm/Down 26 mm)
		Built-in linear encoder, Resolution: 0.025 μm Motorized escape and refocus mechanism		
		Coaxial Coarse/Fine focusing		
	Illumination	Halogen lamp (12V100W) · NI-ND-E Motorized ND Filter (option)		Halogen lamp (12V100W)
		Built-in fly-eye lens Built-in NCB11, NDB, ND32 filters (detachable, one additional filter mountable) and diffuser (non-detachable) ND2 filter (option)		
Controls	Transmitted light On/Off switch, Intensity control dial with preset function Image capture button			
	Built-in motorized control switches		—	
	· Stand-alone control unit DS-L3 · NI-ERG NI Ergo Controller (option)		· Stand-alone control unit DS-L3 (option) · NI-SRCP Simple Remote Control Pad (option)	
Power supply unit	External power supply NI-CTLA Control Box A for all configurations		Built-in for halogen lamp NI-CTLB Control Box B is necessary when Motorized/Intelligent options are combined.	
Eyepieces (F.O.V. mm)		· CFI 10x (22) · CFI 12.5x (16) · CFI 15x (14.5) · CFI UW10x (25)		
Tubes	F.O.V. 22 mm (Eyepiece/Port)	· C-TB Binocular Tube · C-TE2 Ergonomic Binocular Tube (100/0, 50/50 with C-TEP2 DSC Port) Inclination angle: 10-30 degree, Extension up to 40 mm		
	F.O.V. 25 mm ¹⁾ (Eyepiece/Port)	· C-TF Trinocular Tube F (100/0, 0/100) · C-TT Trinocular Tube T (100/0, 20/80, 0/100) · C-TT-C Trinocular Tube (100/0, 0/100, for confocal) ²⁾ · NI-TT Quadrocular Tilting Tube (Eyepiece/Upper port/Rear port: 100/0/0, 0/0/100) Inclination angle: 15-35 degree		
		· NI-TT-E Motorized Quadrocular Tilting Tube (Eyepiece/Upper port/Rear port: 100/0/0, 0/100/0, 0/0/100) Inclination angle: 15-35 degree		—
Ports (F.O.V. 11 mm)	· C-TEP2 DSC Port for Ergonomic Binocular Tube (with C-mount adapter, 0.7x) · C-TEP2.5 DSC Port F2.5x for Ergonomic Binocular Tube (with F-mount adapter, 2.5x) · NI-BPU Back Port Unit (with C-mount adapter, 1.0x) · NI-RPZ DSC Zooming Port for Quadrocular Tube (with C-mount adapter, manual zoom, 0.6x - 2.0x)			
	· NI-RPZ-E Motorized DSC Zooming Port for Quadrocular Tube (with C-mount adapter, motorized zoom, 0.6x - 2.0x)		—	
Arms	· NI-SAM Standard Arm			
	· NIE-CAM Contact Arm (for Motorized/Intelligent options)		· NIU-CAM Contact Arm (for Motorized/Intelligent options)	
Nosepieces	Motorized	· NI-N7-E Motorized Septuple Nosepiece · NI-ND6-E Motorized DIC Sextuple Nosepiece	—	· NI-N7-E Motorized Septuple Nosepiece · NI-ND6-E Motorized DIC Sextuple Nosepiece
	Intelligent	· NI-N7-I Intelligent Septuple Nosepiece · NI-ND6-I Intelligent DIC Sextuple Nosepiece	—	· NI-N7-I Intelligent Septuple Nosepiece · NI-ND6-I Intelligent DIC Sextuple Nosepiece
	Manual	· D-ND6 DIC Sextuple Nosepiece · C-N6 ESD Sextuple Nosepiece ESD · C-N6A Sextuple Nosepiece with Analyzer Slot · LV-NUS Universal Quintuple Nosepiece ESD · LV-NBD5 BD Quintuple Nosepiece ESD	· FN-S2N 2 Place Sliding Nosepiece (for CFI60 objectives) Changeover 2 objectives, DIC slider insertable · FN-MN-H CFI 75 Holder (for CFI75 objective) DIC slider insertable	· D-ND6 DIC Sextuple Nosepiece · C-N6 ESD Sextuple Nosepiece ESD · C-N6A Sextuple Nosepiece with Analyzer Slot · LV-NUS Universal Quintuple Nosepiece ESD · LV-NBD5 BD Quintuple Nosepiece ESD

		Ni-E		Ni-U
		Focusing stage type	Focusing nosepiece type	
Stages		<ul style="list-style-type: none"> - NIE-CSRR2 Right Handle Rotatable Ceramic-coated Stage with 2S Holder Cross travel 78(X) x 54(Y) mm Handle height and torque adjustable 	<ul style="list-style-type: none"> - FN-3PS2 FN1 Standard Stage Cross travel 30(X) x 30(Y) mm 	<ul style="list-style-type: none"> - C-SR2S Right Handle Stage with 2S Holder - C-CSR15 Right Handle Ceramic-coated Stage with 1S Holder - C-CSR Right Handle Ceramic-coated Stage - NIU-CSRR2 Right Handle Rotatable Ceramic-coated Stage with 2S Holder Cross travel 78(X) x 54(Y) mm Handle height and torque adjustable
Substages		<ul style="list-style-type: none"> - NI-SSR Substage (for Motorized Universal Condenser and Rotatable/Motorized stages) 	<ul style="list-style-type: none"> - NI-SSF Substage for Focusing Nosepiece (for LWD condenser and FN1 Standard/Motorized stages) 	<ul style="list-style-type: none"> - NI-SSR Substage (for Rotatable stage) - NI-SS Substage (for Non-rotatable stages)
Condensers (NA)	Motorized	<ul style="list-style-type: none"> - NI-CUD-E Motorized Universal Condenser Dry (0.88) For DIC, phase contrast, darkfield observations Attached on NI-SSR Substage 	—	—
	Manual	<ul style="list-style-type: none"> - NI-CUD Universal Condenser Dry (0.88) - C-C Abbe Condenser (0.9) - C-C Achromat Condenser (0.8) - Darkfield Condenser Oil (1.2-1.43) - Darkfield Condenser Dry (0.8-0.95) - C-C Achromat Aplanatic Condenser (1.4) - C-C Slide Achromat Condenser 2-100x (0.9) - C-C Achromat Swing-out Condenser 1-100x (0.8/0.12) - Achromat Swing-out Condenser 2-100x (0.9/0.22) - X LWD Condenser (0.65) - D-CUO DIC Condenser Oil (1.4) 	<ul style="list-style-type: none"> - FN-C LWD Condenser (0.78) (for DIC and oblique light illumination) 	<ul style="list-style-type: none"> - NI-CUD Universal Condenser Dry (0.88) - C-C Abbe Condenser (0.9) - C-C Achromat Condenser (0.8) - Darkfield Condenser Oil (1.2-1.43) - Darkfield Condenser Dry (0.8-0.95) - C-C Achromat Aplanatic Condenser (1.4) - C-C Slide Achromat Condenser 2-100x (0.9) - C-C Achromat Swing-out Condenser 1-100 (0.8/0.12) - C-C Phase Contrast Turret Condenser (0.9)^{*3} - Achromat Swing-out Condenser 2-100x (0.9/0.22) - X LWD Condenser (0.65) - D-CUO DIC Condenser Oil (1.4)
Epi-fluorescence illuminator	Filter cube turret	<ul style="list-style-type: none"> 6 filter cubes mountable, High S/N noise terminator mechanism for all turrets - NI-FLT6-E Motorized Epi-fluorescence Cube Turret Motorized shutter, Status check function^{*4} - NI-FLT6-I Intelligent Epi-fluorescence Cube Turret Manual shutter, Status check function^{*4} - NI-FLT6 Epi-fluorescence Cube Turret Manual shutter 		
	Light distribution device	<ul style="list-style-type: none"> - NI-FLEI Epi-fluorescence Attachment Aperture diaphragm and field diaphragm (Centerable/Detachable), ND filters (ND4, ND8, ND16) - NI-PAU Ni Photoactivation Unit (405 nm to 650 nm lasers) 		
	Option	<ul style="list-style-type: none"> - NI-BAW-E Motorized Barrier Filter Wheel 7 filters mountable, 0.2 sec between adjacent positions - NI-EXW-E Motorized Excitation Filter Wheel 8 filters mountable, 0.15 sec between adjacent positions - NI-SH-E Motorized Shutter 0.012 sec between open and close state 	<ul style="list-style-type: none"> - NI-SH-E Motorized Shutter 0.012 sec between open and close state 	
Epi-illumination light source		<ul style="list-style-type: none"> - C-LEDFl Epi-Fi LED Illuminator - C-HGFI/HGFIE HG Precentered Fiber Illuminator Intensilight (130W) - Hg Lamphouse and Power Supply (100W)^{*2} - Halogen Lamphouse and Transformer (100W)^{*2} 		
Power consumption		211W (with max. halogen lamp intensity and full motorized options)	96W (with max. halogen lamp intensity and full motorized options)	Main body: 133W (with max. halogen lamp intensity) Control Box B: 29W (with full motorized options)
Weight (approx.)		29 kg (Epi-fluorescent configuration with motorized quadocular tilting tube)	42 kg (Photoactivation configuration with motorized quadocular tilting tube)	20 kg (Brightfield configuration with ergonomic binocular tube)

*1 When used with a double layer, such as with layered epi-fluorescence cube turrets, F.O.V. is 22.

*2 Cannot be used with the focusing nosepiece type.

*3 Can only be mounted on the NI-SS Substage.

*4 Status check function: Status of Filter/Nosepiece etc. can be recorded with captured images and/or displayed on the controller monitor.

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N.B. Export of the products* in this brochure is controlled under the Japanese Foreign Exchange and Foreign Trade Law.
Appropriate export procedure shall be required in case of export from Japan.
*Products: Hardware and its technical information (including software)
Monitor images are simulated.

Specifications and equipment are subject to change without any notice or obligation on the part of the manufacturer. July 2016 ©2011-16 NIKON CORPORATION



NIKON CORPORATION

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<http://www.nikon.com/products/microscope-solutions/>

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for NIKON CORPORATION

ISO 9001 Certified
for NIKON CORPORATION
Microscope Solutions Business Unit
Industrial Metrology Business Unit

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NIKON GMBH AUSTRIA

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NIKON BELUX

BELGIUM phone: +32-2-705-56-65 fax: +32-2-726-66-45



WARNING

TO ENSURE CORRECT USAGE, READ THE CORRESPONDING
MANUALS CAREFULLY BEFORE USING YOUR EQUIPMENT.



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Laboratory

Proc Folder: 940423			Reason for Modification: Addendum 1 issued to publish vendor questions with responses.
Doc Description: ADDENDUM 1 - DIGITAL MICROSCOPE SYSTEM			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-09-27	2021-10-07 13:30	CRFQ 1400 AGR2200000009	2


BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000102916
Vendor Name : Nikon Instruments Inc.
Address : 1300
Street : Walt Whitman Road
City : Melville
State : NY **Country :** USA **Zip :** 11747
Principal Contact : Morgan Whiter
Vendor Contact Phone: 516-375-2710 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Vendor Signature X  **FEIN#** 11-3554845 **DATE** October 6, 2021

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum 1 issued for the following reasons:

1. To publish vendor questions with responses.

No other changes.

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US		AGRICULTURE DEPARTMENT OF MOOREFIELD FIELD OFFICE 60B INDUSTRIAL PARK RD MOOREFIELD WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Laxco SeBa Pro5 Series Digital Microscope System or Equal	1.00000	EA	\$25,935.45	\$25,935.45

Comm Code	Manufacturer	Specification	Model #
41100000	Nikon Instruments Inc.	See attached quote 00160511 for more detail	

Extended Description:
Laxco SeBa Pro5 Series Digital Microscope System or Equal

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US		AGRICULTURE DEPARTMENT OF MOOREFIELD FIELD OFFICE 60B INDUSTRIAL PARK RD MOOREFIELD WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Installation & Training	1.00000	EA	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
41100000	Nikon Instruments Inc.	N/A	N/A

Extended Description:
Installation & Training

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON US	WV	AGRICULTURE DEPARTMENT OF MOOREFIELD FIELD OFFICE 60B INDUSTRIAL PARK RD MOOREFIELD US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Shipping & Handling	1.00000	EA	\$140.00	\$140.00

Comm Code	Manufacturer	Specification	Model #
78121603	Nikon Instruments Inc.	N/A	N/A

Extended Description:
Shipping & Handling

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2021-09-24

SOLICITATION NUMBER: AGR2200000009
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

Addendum 1 issued for the following reasons:

1. To publish vendor questions with responses.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ AGR2200000009

Vendor Questions with Responses

Q.1. For the above referenced digital microscope RFQ, the system is available with either Plan Achromat objective lenses or Plan Fluor objective lenses. It was not specified in the RFQ materials which set of lenses was required. Please let me know what is required for the objective lenses.

A.1. Plan Fluor Objective Lenses.



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Laboratory

Proc Folder: 940423			Reason for Modification:
Doc Description: LAXCO SEBA PRO5 SERIES DIGITAL MICROSCOPE SYSTEM OR EQUAL			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-09-20	2021-10-07 13:30	CRFQ 1400 AGR2200000009	1


BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000102916
Vendor Name : Nikon Instruments Inc.
Address : 1300
Street : Walt Whitman Road
City : Melville
State : NY **Country :** USA **Zip :** 11747
Principal Contact : Morgan Whiter
Vendor Contact Phone: 516-375-2710 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Vendor Signature X  **FEIN#** 11-3554845 **DATE** October 6, 2021

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF AGRICULTURE, REGULATORY AND ENVIRONMENTAL AFFAIRS DIVISION, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF A LAXCO SEBA PRO5 SERIES DIGITAL MICROSCOPE SYSTEM OR EQUAL PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO LINDA.B.HARPER@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US		AGRICULTURE DEPARTMENT OF MOOREFIELD FIELD OFFICE 60B INDUSTRIAL PARK RD MOOREFIELD WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Laxco SeBa Pro5 Series Digital Microscope System or Equal	1.00000	EA	\$25,935.45	\$25,935.45

Comm Code	Manufacturer	Specification	Model #
41100000	Nikon Instruments Inc.	See attached quote 00160511 for more detail	

Extended Description:

Laxco SeBa Pro5 Series Digital Microscope System or Equal

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US		AGRICULTURE DEPARTMENT OF MOOREFIELD FIELD OFFICE 60B INDUSTRIAL PARK RD MOOREFIELD WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Installation & Training	1.00000	EA	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
41100000	Nikon Instruments Inc.	N/A	N/A

Extended Description:

Installation & Training

INVOICE TO	SHIP TO
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AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV US	AGRICULTURE DEPARTMENT OF MOOREFIELD FIELD OFFICE 60B INDUSTRIAL PARK RD MOOREFIELD WV US
---	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Shipping & Handling	1.00000	EA	\$140.00	\$140.00

Comm Code	Manufacturer	Specification	Model #
78121603	Nikon Instruments Inc.	N/A	N/A

Extended Description:
Shipping & Handling

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2021-09-24

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 07/01/2021

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: September 24, 2021 at 10:00 AM ET

Submit Questions to: Linda Harper
2019 Washington Street, East
Charleston, WV 25305
Email: Linda.B.Harper@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Crystal Hustead
SOLICITATION NO.: CRFQ AGR2200000009
BID OPENING DATE: October 7, 2021
BID OPENING TIME: 1:30 PM ET
FAX NUMBER: 304-558-3970

Revised 07/01/2021

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: October 7, 2021 at 1:30 PM ET

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

24. E-MAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached _____
Revised 07/01/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: 100,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: 100,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

*****STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

*****CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
WV DEPT OF AGRICULTURE
1900 KANAWHA BLVD E, CHARLESTON, WV 23505

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.


DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Morgan Whiter, Contracts Specialist
(Name, Title)
Morgan Whiter, Contracts Specialist
(Printed Name and Title)
1300 Walt Whitman Road, Melville, NY 11747
(Address)
516-375-2710 / 631-547-8652
(Phone Number) / (Fax Number)
morgan.whiter@nikon.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Nikon Instruments Inc.
(Company)

 Toshisada Matsuba, President & CEO
(Authorized Signature) (Representative Name, Title)

Toshisada Matsuba, President & CEO
(Printed Name and Title of Authorized Representative)

October 6, 2021
(Date)

631-547-8500
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ AGR2200000009

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Nikon Instruments Inc.

Company



Authorized Signature

October 6, 2021

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
CRFQ AGR2200000009
Laxco SeBa Pro5 Series Digital Microscope System or Equal

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture, Regulatory and Environmental Affairs Division to establish a contract for the one-time purchase of a Laxco SeBa Pro5 Series Digital Microscope System or equal.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item”** means a Laxco SeBa Pro5 Series Digital Microscope System or equal as more fully described by these specifications.

 - 2.2 “Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

- 3. GENERAL REQUIREMENTS:**
 - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Laxco SeBa Pro5 Series Digital Microscope System or Equal**
 - 3.1.1.1** Laxco SeBa Pro5 Series Digital Microscope System or equal must include a 12.3 inch, 2048 x 153610 point multi-touch retina display, a 16MP color CMOS camera, a minimum of 4 USB ports, SeBaAccess technology, SeBaShare cloud based storage, and a single power source that controls power to the camera, computer, and microscope.

 - 3.1.1.2** Laxco SeBa Pro5 Series Digital Microscope System or equal must be able to capture still or video images and save them to a USB device, and review, measure and annotate images captured.

REQUEST FOR QUOTATION
CRFQ AGR2200000009
Laxco SeBa Pro5 Series Digital Microscope System or Equal

- 3.1.1.3** Laxco SeBa Pro5 Series Digital Microscope System or equal must have a lens with high N.A. to produce flat FOV and anti-reflective optical coatings.
- 3.1.1.4** Laxco SeBa Pro5 Series Digital Microscope System or equal must be sealed 40X to prevent accidental damage from use of oil at 100X, infinity corrected and parfocal and parcentered.
- 3.1.1.5** Laxco SeBa Pro5 Series Digital Microscope System or equal must have a stand with a built-in carrying handle, reverse removable objective turret (6 position), with DIC slot; adjustable focusing stop, reflected LED transmitted illumination with removable housing; rackless X/Y mechanical stage, LBD and ND filters built in with pull-out levers; focusing tension control; LED brightness level indicator; photo preset button for optimized brightness for photography; and reflected 100 watt transmitted illumination with removable housing.
- 3.1.1.6** Laxco SeBa Pro5 Series Digital Microscope System or equal must include full Koehler illumination with field diaphragm and 5-watt LED.
- 3.1.1.7** Laxco SeBa Pro5 Series Digital Microscope System or equal must have a 25mm FOV eyepiece; 16MP color camera; a 2-year electronic, mechanical and optical manufacturer's warranty with an option to extend to 5 years; and 2X, 4X, 10X, 20X, 40X and 100X (oil) magnification powers.
- 3.1.1.8** Laxco SeBa Pro5 Series Digital Microscope System or equal must include a stand, dust cover, objectives, power cord, immersion oil, USB drive, filters, keyboard, and mouse.
- 3.1.1.9** Laxco SeBa Pro5 Series Digital Microscope System or equal must be the Plan Fluor objective type.
- 3.1.1.10** Vendor must provide installation or and on-site software training, or a video conference to instruct proper installation and training.

REQUEST FOR QUOTATION
CRFQ AGR2200000009
Laxco SeBa Pro5 Series Digital Microscope System or Equal

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by indicating the Model No./Brand Name along with the Unit Price and Total Bid Amount. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 12 weeks after receiving a purchase order. Contract Items must be delivered to Agency at West Virginia Department of Agriculture-Moorefield Field Office, Regulatory and Environmental Affairs Division, 60B Industrial Park Road, Moorefield, WV 26836.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

REQUEST FOR QUOTATION
CRFQ AGR2200000009
Laxco SeBa Pro5 Series Digital Microscope System or Equal

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.


7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

CRFQ AGR2200000009 PRICING PAGE

Item No.	Description	Model No/Brand Name	Quantity	Unit Price
1	Laxco SeBa Pro5 Series Digital Microscope System of Equal	Nikon Instruments Inc.	1	\$25,935.45
2	Installation and Training	Nikon Instruments Inc.	1	\$0.00
3	Shipping and Handling	Nikon Instruments Inc.	1	\$140.00
Failure to use this form may result in disqualification			TOTAL BID AMOUNT	\$26,075.45

Bidder / Vendor Information

Name:	Nikon Instruments Inc.
Address:	1300 Walt Whitman Road Melville, NY 11747
Phone:	631-547-8500
Email Address:	niorderscontracts@nikon.net
Authorized Signature:	

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Nikon Instruments Inc.

Authorized Signature:  Date: October 6, 2021

State of New York

County of Suffolk, to-wit:

Taken, subscribed, and sworn to before me this 6th day of October, 2021.

My Commission expires June 18, 2023.

AFFIX SEAL HERE
EANNINE HARKER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HA6168924
Qualified in Suffolk County
My Commission Expires 06-18-23

NOTARY PUBLIC 
Purchasing Affidavit (Revised 01/19/2018)