

Participating Addendum Number CC241590001

for
LABORATORY EQUIPMENT AND SUPPLIES

between
State of Missouri
and
Fisher Scientific Company, LLC

This Participating Addendum is entered into by the State of Missouri ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number MA2024001, executed by Contractor and the State of Idaho for Laboratory Equipment and Supplies ("Master Agreement"):

Fisher Scientific Company, LLC ("Contractor")
300 Industry Drive
Pittsburg, PA 15275

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Lonnie Davis
Sales Director, Government
Lonnie.Davcis@thermofisher.com
(706) 951-8257

Participating Entity's contact for this Participating Addendum is:

Tammy Havalias
Sr. Procurement Analyst
Tammy.havalias@oa.mo.gov
(573) 751-6108

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.



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

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

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable. For the avoidance of doubt, unless otherwise agreed in the Purchase Order, inside delivery will be charged to the Purchasing Entity. Contractor will not be obligated to accept credit cards or purchase cards at any point beyond the point of sale
- VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** The State of Missouri has a 1% administrative fee on the total payments received by the contractor, to be paid each quarter throughout the year. The contractor will track these payments received on the Missouri Statewide Contract Quarterly Administrative Fee Report and the Missouri Statewide Contract Quarterly Usage Report and submit both reports to the State of Missouri.
- VIII. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- IX. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. State of Missouri Coop Contract Document CC241590001, attached separately
- X. AUDITS.** In the event Participating Entity audits Contractor per its rights set out in Section 14.1 of the Master Agreement then the following shall apply:
- a. In calculating any underpayment or overpayment, Participating Entity shall be required to offset any undercharges against overcharges.
 - b. In the event that Participating Entity wishes to engage a third party auditor to perform any audits under this Participating Addendum or related to an RFP, such third party auditor must execute a confidentiality agreement with Contractor in a form acceptable to Contractor. Contractor reserves the right to reject any third party auditor that Contractor reasonably believes will use its confidential and proprietary pricing and methods in any manner for the benefit of the third party auditor, such as benchmarking, and/or the benefit of Fisher Scientific's competitors.
- XI. WARRANTY.** Notwithstanding the warranty requirements set out in Section 10.2 of the Master Agreement, the following shall apply to each Product purchased by the Participating Entity under this Participating Addendum:
- a. Products supplied by Contractor that are obtained by Contractor from an original manufacturer or third party supplier are not warranted by Contractor, but Contractor agrees to assign to Participating Entity any warranty rights in such Product that Contractor may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third

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party supplier. In no event shall Contractor have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Participating Entity, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Contractor.

XII. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Brian Gill
Contract Manager
Brian.gill@thermofisher.com
(412) 657-1383

For Participating Entity:

Tammy Havalias
Sr, Procurement Analyst
tammy.havalias@oa.mo.gov
(573) 751-3114

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

SIGNATURE

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

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

CONTRACTOR:



Signature
Jill Jones

Printed Name
Vice President, Academic and Government

Title
21-May-2024

Date

Electronically signed by: Jill Jones
Reason: Approver of the Non-GxP document
Date: May 21, 2024 16:41 EDT

PARTICIPATING ENTITY:



Signature
Karen S. Boeger

Printed Name
Director of Purchasing

Title
5-23-2024

Date