

Participating Addendum Number RSC019645
for
Laboratory Equipment and Supplies
between
State of Ohio
and
Fisher Scientific Company LLC

This Participating Addendum is entered into by State of Ohio ("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 ("Lead State") 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.davis@thermofisher.com
(706) 951-8257

Participating Entity's contact for this Participating Addendum is:

Evan Beougher
State Purchasing Standards Analyst
evan.beougher@das.ohio.gov
(614) 300-9251

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or 06/01/2024, whichever is later, 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 NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Ohio ("Purchasing Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
- 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. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- C. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

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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.** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders issued by purchasing entities within the State must include the Participating State contract number: RSC019645 as well as the Lead State Master Agreement No. MA2024001, but it is noted that the revenue share of 0.75% and quarterly sales reporting shall only apply to catalog sales.
- VII. AUDITS.** In the event Participating Entity or Purchasing 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, the Purchasing Entity or Participating Entity shall be required to offset any undercharges against overcharges. This requirement shall be understood to mean that any offset shall only be calculated against a single Purchasing Entity and such offset is strictly limited to the funding source where the underpayment or overpayment was found. Contractor shall not be entitled to an offset where an overpayment or underpayment are from different funding sources unless the Purchasing Entity agrees to the offset.
 - 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 shall execute a confidentiality agreement with Contractor in a form acceptable to the Contractor that is reasonably defined to protect Contractor's trade secrets or proprietary information. Contractor reserves the right to reject any third-party auditor that Contractor has reasonable cause to believe will use Contractor's 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 Contractor's competitors. Contractor shall not reasonably withhold its consent to Purchasing Entity's choice of third-party auditor.
 - 1.** Contractor understands that the Participating Entity and a Purchasing Entity, and any agent or subcontractor of either, are required to abide by Chapter 149 of the Ohio Revised Code.
- VIII. 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 or Purchasing 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 or Purchasing 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 permitted by such original manufacturer or third-party supplier. In the event that such assignment is not permitted by such original manufacturer or third-party supplier, Contractor is responsible for the required repairs, replacement, or corrections. The original manufacturer warranty shall apply to products purchased under this Contract.
- IX. 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.

X. ATTACHMENTS. This Participating Addendum includes the following attachments:

A. Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions

1. ORDER OF PRIORITY.

- a. The State of Ohio Standard Contract Terms and Conditions are hereby incorporated into this Participating Addendum (PA) and shall be binding on the contractor. If there is any inconsistency or conflict between the PA Agreement and the Consortium Terms and Conditions, the PA Agreement will prevail. Notwithstanding anything to the contrary, all pricing shall be governed solely by the terms of the Consortium Contract. The State of Ohio Standard Contract Terms may be accessed through the following link:

- i. <https://procure.ohio.gov/static/TCond/Standard T C 1-3-24.pdf>

2. AMENDMENT TO CONTRACT TERMS AND CONDITIONS.

- a. The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

3. CONTRACT RENEWAL.

- a. The State may solely renew this Contract at its discretion for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency in accordance any renewals available in the Master Agreement. The cumulative time of all mutual renewals may not exceed the renewals included in the Master Agreement.

4. COOPERATIVE PURCHASING CONTRACT.

- a. This Contract may be utilized by Cooperative Purchasing Members. "Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.
- b. If a purchase is made from this Contract by an entity that is not properly registered with the State's Cooperative Purchasing Program, it may be a violation of law, may be contrary to the entity's competitive bidding requirements, and will be a breach of this Contract by the Contractor. If a Cooperative Purchasing Member relies upon this Contract to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the State under this Contract. The Cooperative Purchasing Member's order and this Contract are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to Cooperative Purchasing Member's orders and Cooperative Purchasing Member's performance. DAS may cancel this Contract and may seek remedies if the

Contractor fails to honor its obligations under an order from a Cooperative Purchasing Member.

5. CONTRACTOR QUARTERLY SALES REPORT.

- a. The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales to Cooperative Purchasing Members under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.
- b. To submit this quarterly sales report, the Contractor is responsible for obtaining access to OhioBuys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via the Internet using OhioBuys at the following web address supplier-marketplace.ohio.gov . If no sales occur, the Contractor must report zero. The report must be submitted no later than thirty (30) days following the completion of the reporting period.
- c. The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.
- d. If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

6. CONTRACTOR REVENUE SHARE.

- a. The Contractor must pay to the State a share of the sales transacted under this Contract as a fee to the State to cover the estimated costs the State will incur in administering this Contract and the Services offered under it ("Revenue Share").
- b. The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals $\frac{3}{4}$ of 1% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and reflected in the total amount charged to the State, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.
- c. The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total report amount, and reporting period covered.
- d. Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below.
- e. Check remittance:
 - i. Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, <https://das.ohio.gov/revenueshareform>.
- f. Credit Card Payments:

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- i. To pay by credit card, use the following link, <https://epay.das.ohio.gov/Payment>, select “Revenue Share” as the payment type and follow the on-screen prompts.
- g. ACH Payments:
 - i. If this payment method is approved by the State, the State will provide payment instructions to Contractor.
 - ii. If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.

7. PROHIBITION OF THE EXPENDITURE OF PUBLIC FUND FOR OFFSHORE SERVICES.

- a. No State Cabinet Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Contract.
- b. Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.
- c. The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form (https://procure.ohio.gov/static/pdf/EO2022-02D/04-Affirmation%20and%20Disclosure%20Form_3-4-22.pdf) affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

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

For Contractor:

Brian Gill
Senior Director, National Programs,
Academic and Government Segments
brian.gill@thermofisher.com
(412) 657-1383

For Participating Entity:

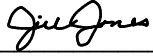
Evan Beougher
State Purchasing Standards Analyst
evan.beougher@das.ohio.gov
(614) 300-9251

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 13:00 EDT

PARTICIPATING ENTITY:

Signature

Printed Name

Title

Date