

NASPO ValuePoint

PARTICIPATING ADDENDUM**LABORATORY EQUIPMENT AND
SUPPLIES**

Led by the State of Idaho



Master Agreement #: MA2024001

Contractor: **FISHER SCIENTIFIC COMPANY, LLC**Participating Entity: **STATE OF WYOMING**

The following products or services are included in this contract portfolio: All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This Participation Addendum covers the Laboratory Equipment and Supplies and Related Services (2024-2032) led by the State of Idaho for use by state agencies and other entities located in the Participating State of Wyoming authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Wyoming (each, a "Purchasing Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Fisher Scientific Company, LLC
Address:	300 Industry Drive, Pittsburg, PA 15275
Telephone:	412-657-1383
Email:	brian.gill@thermofisher.com

Participating Entity

Name:	Debi Walker
Address:	2323 Carey Avenue Cheyenne, WY 82002
Telephone:	307-777-6707
Email:	debi.walker@wyo.gov

4. Participating Entity Modifications or Additions to the Master Agreement: This Participating Addendum, consisting of three (3) pages, and Attachment A, Wyoming General Conditions, consisting of six (6) pages, are added to the NASPO Master Agreement # MA2024001 (the "Master Agreement"). In the event of any conflict or inconsistency between this Participating

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Addendum, Attachment A, Wyoming General Conditions, and the Master Agreement, as amended, the following order of precedence will govern as between the Participating Entity and the Contractor: (1) Attachment A, Wyoming General Conditions, (2) this Participating Addendum, and (3) the Master Agreement, as amended, and then any other document incorporated by reference. Unless earlier terminated, this Participating Addendum shall be coterminous with the Master Agreement.

5. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Wyoming, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. **Orders:** Any order placed by the Participating Entity or any Purchasing Entity for a product or service available from the 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.
7. **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 Contractor's competitors.
8. **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 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.

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IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: State of Wyoming	Contractor: Fisher Scientific Company, LLC
Signature: <i>Debi Walker</i>	Signature: <i>Bill Jones</i>
Name: Debi Walker	Name: Bill Jones
Title: Senior Buyer	Title: Vice President, Academic/Government
Date: May 20, 2024	Date: May 20, 2024

ATTORNEY GENERAL APPROVAL AS TO FORM ONLY WITH ATTACHMENT A:

DocuSigned by:
Jodi A. Darrough 239429 May 20, 2024
 742B21C3AF01486...
 Tyler M. Renner, Senior Assistant Attorney General Date

WYOMING DEPARTMENT OF ADMINISTRATION & INFORMATION:

DocuSigned by:
Patricia L. Bach May 20, 2024
 6F48EF288DF5404...
 Patricia L. Bach, Director Date

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Bob Morlan
Telephone:	208-332-1611
Email:	bob.morlan@adm.idaho.gov