

Participating Addendum Number MA 240051859
for
Laboratory Equipment and Supplies
between
the State of Iowa Department of Administrative Services
and
VWR International, LLC

This Participating Addendum is entered into by the **State of Iowa** ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number **MA2024005**, executed by Contractor and the State of **Idaho** ("Lead State") for **Laboratory Equipment and Supplies** ("Master Agreement"):

VWR International, LLC ("Contractor")
100 Matsonford Rd, Bldg One, Suite 200
Radnor, PA 19087

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Rebecca Richey
Manager, Government Contracts
Rebecca.Richey@avantorsciences.com
949-510-4566

Participating Entity's contact ("Contract Manager")
for this Participating Addendum is:

Kathy Harper
Purchasing Agent III
Kathy.harper2@iow.gov
515-321-7686

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or March 1, 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 Participating Addendum 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 Iowa. Issues of interpretation and eligibility for participation are solely with the authority of the State Chief Procurement Official. 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 "**Band 1 Full-Line Catalog**" products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Services.** All "**Band 2 Microscopes**" products 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.** 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.
- VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.**

- a. **Quarterly Sales Report.** The Contractor must keep a record of the purchases made pursuant to the Contract and submit a report to the Agency on a quarterly basis. The report must identify all State agencies and political subdivisions making purchases from this Contract and the quantities purchased pursuant to the Contract during the reporting period. The Contractor must submit quarterly reports via email to the State of Iowa Contract Manager.

Quarterly Reporting Schedule – based on calendar year

Quarter 1 (Jan 1 – Mar 31) Due Apr 30

Quarter 2 (Apr 1 – Jun 30) Due July 31

Quarter 3 (July 1 – Sept 30) Due Oct 31

Quarter 4 (Oct 1 – Dec 31) Due Jan 31

- b. **Administrative Fee.** Without affecting the approved Goods prices or discounts specified in the NASPO ValuePoint Master Agreement, the Contractor shall submit to the State of Iowa a **one percent (1.00%)** administrative fee on all sales made within the State of Iowa against this agreement. The administration fee is to be paid quarterly by the Contractor directly to the State of Iowa, made payable to the Iowa Department of Administrative Services.

- i. **Administrative Fee Payments.** Payments for administrative fees shall include the PA Number on the check and be mailed to:
State of Iowa – DAS/Central Services Enterprise
Attention: DAS – Finance
1305 East Walnut Street, 3rd Floor
Des Moines, IA 50319

- 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. The **State of Iowa's Federal Terms and Conditions** are attached as **Attachment A**. If the purchase requires additional or different federal terms and conditions, the 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. INFORMATION TECHNOLOGY STANDARDS.**

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a. Definitions. For the purposes of this Participating Addendum, the following term shall have the meaning set forth below:

i. **“End User Agreement”** means any agreement that Contractor requires a state agency, board, commission, political subdivision, or other intended user of the purchased Product(s) (including, if applicable, Embedded Software) to agree to in order to participate in this Participating Addendum, including an end user agreement, end user licensing agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.

b. End User Agreements. If Contractor requires any state agency, board, commission, political subdivision, or other intended user of the purchased Product(s) (including, if applicable, Embedded Software) to execute an End User Agreement before participating in this Participating Addendum or utilizing Products purchased pursuant to this Participating Addendum, then a copy of the End User Agreement must be attached to this Participating Addendum as an attachment. The Term of the End User Agreement shall not exceed the term of this Participating Addendum, and the End User Agreement will automatically terminate upon the completion of termination of this Participating Addendum. An End User Agreement must reference this Participating Addendum, and may not be amended or changed unless approved in writing by the parties. The Purchasing Entity and/or any other party(ies) to an End User Agreement will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Participating Addendum.

x. MODIFICATIONS. This Participating Addendum includes Modifications or Additions to the Master Agreement.

a. Payment Terms

Payment for completion of a contract order is normally made within 60 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. The Contractor shall submit an invoice for Deliverables rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall verify the Contractor's performance of the Deliverables outlined in the invoice before making payment. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514.

b. Affirmative Action

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

c. Certificate of Liability Insurance

The Contractor shall furnish the Participating Entity with a current Certificate of Liability Insurance indicating the following insurance coverages which may be provided by Contractor via either policies of insurance or as a self-insurer:

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<i>Type of Insurance</i>	<i>LIMIT</i>	<i>AMOUNT</i>
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) used or operated by the Contractor written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

The Contractor shall send an updated COI to the Participating Entity's Contract Manager prior to expiration of the current COI for the duration of the Participating Addendum and any renewal periods.

d. Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Participating Addendum without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Participating Addendum shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Participating Entity.

e. Termination upon Notice

Following thirty (30) days written notice, the Agency may terminate this Participating Addendum in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.

f. Setoff Against Sums Owed by the Contractor

In the event that Contractor owes the Participating Entity any sum under the terms of this Participating Addendum, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the Participating Entity may, in its sole discretion, set off any such sum against:

- i. Any sum invoiced by, or owed to, Contractor under this Participating Addendum, or
- ii. Any sum or amount owed by the Participating Entity to Contractor, unless otherwise required by law.

The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing setoff.

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g. Tax Exemption

The State of Iowa is sales tax exempt within the state of Iowa. Invoices should not contain sales tax for services purchased in the state of Iowa.

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

For Contractor:

Legal Department
legalnotices@avantorsciences.com
800-932-5000

For Participating Entity:

Kathy Harper
Purchasing Agent III
Kathy.harper2@iowa.gov
515-321-7686

XII. 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: VWR International, LLC

DocuSigned by:

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Patrick McMahon

Printed Name

VP, Commercial

Title

6/13/2024

Date

PARTICIPATING ENTITY: State of Iowa


Signature

Karl Wendt

Printed Name

Procurement Manager

Title

June 17, 2024

Date