

**PARTICIPATING ADDENDUM**  
**NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM**  
**Laboratory Equipment and Supplies**  
**Administered by the State of Idaho (hereinafter "Lead State")**

**Fisher Scientific Company, LLC**  
Master Agreement No: MA16000234-1  
(hereinafter "Contractor")

And

**State of Maine**  
Maine Master Agreement No: MA160413\*151  
(hereinafter "Participating State")

1. Scope: This Participating Addendum (PADD) covers the Laboratory Equipment and Supplies contract led by the State of Idaho (Master Agreement No. MA16000234-1) for use by state agencies and other entities located in the Participating **State of Maine**, as provided below.

2. Participation: Use of NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use **State of Maine** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:  
(These modifications or additions apply only to actions and relationships within the Participating Entity.) See **State of Maine's additional terms and conditions on page#3**, also supplied at the time of RFP release.

Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

<u>Contractor</u>	
Name	Eric Van Denburg
Address	300 Industry Drive, Pittsburgh, PA 15275
Telephone	949-842-9685
Fax	949-858-8782
E-mail	Eric.vandenburg@thermofisher.com


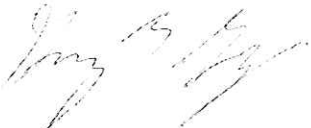
Participating State

Name	Donny Crockett
Address	9 State House Station, 111 Sewall St., Augusta, ME 04333-0009
Telephone	207-624-7336
Fax	207-287-6578
E-mail	Donny.Crockett@Maine.gov

5. 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 of Maine** must include the Participating State contract number: **MA160413\*151** as well as the Lead State Master Agreement No. MA16000234-1.

6. Entire Agreement: This PADD and the Master Agreement No. MA16000234-1, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. The terms and conditions of this PADD shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Agreement, as to the Participating State, and shall otherwise have no impact on the Master Agreement and its exhibits.

The parties have executed this PADD as of the date of the last signature below.

Participating State: <b>State of Maine</b>	Contractor: <b>Fisher Scientific Company, LLC</b>
By: 	 By:
Name: <b>Mark Lutte</b>	Name: Gary M. Galluzzi
Title: <b>Director, State of Maine Div. of Purchases</b>	Title: Vice President Academic
Date: <b>5/5/2016</b>	Date: 05/04/2016

For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@wsca-naspo.org

[Please email fully executed PDF copy of this document to [PA@wsca-naspo.org](mailto:PA@wsca-naspo.org) to support documentation of participation and posting in appropriate data bases]  
State of Maine Participating Addendum Additional Terms

- i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.
  - A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
  - C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
  - D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
  - E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.
- ii. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- iii. **STATE HELD HARMLESS.** With regard to indemnification, the State of Maine's Participating Addendum shall refer to the same language found in the State of Idaho's contract #MA16000234-1, under Attachment A, section 14 ("Indemnification"), with the State of Maine understood to be a "Participating Entity".
- iv. **NON-APPROPRIATION.** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.