

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

**MASTER AGREEMENT**  
**VWR International, LLC**  
(hereinafter "Contractor")  
Master Agreement No: MA16000234-2  
**And**  
**State of Colorado**  
(hereinafter "Participating State/Entity")  
Addendum No: 2016000000000000194

**1. Parties:**

This Participating Addendum ("Addendum") is entered into by and between the **State of Colorado**, acting by and through the **State Purchasing & Contracts Office, Colorado Department of Personnel and Administration** (the "Participating State" or "State" as the case may be) and **VWR International, LLC** ("Contractor"). This Addendum between Contractor and Participating State (the "Parties") modifies and amends the Contract, NASPO ValuePoint Master Agreement No. MA16000234-2 ("Master Agreement"), between the State of Idaho ("Lead State"), and Contractor for **Laboratory Equipment and Supplies**, for use by State Agencies and other entities located in the Participating State and authorized by that state's statutes to utilize NASPO ValuePoint Contracts with the prior approval of the State's Chief Procurement Official.

**2. Terms and Conditions:**

This Addendum and the Master Agreement, together with their respective exhibits, set forth the entire agreement between the Parties, superseding all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary to, or in addition to, the terms and conditions of this Addendum and the Master Agreement, together with their exhibits, shall not be added to or incorporated into this Addendum and its exhibits by any subsequent Purchase Order, and any such attempts to add or incorporate such terms and conditions are void. The terms and conditions of this Addendum and the Master Agreement shall prevail and govern in the case of any such inconsistent or additional terms, as applied to the Participating State.

**3. Effective Date and Notice of Non-liability:**

This Addendum shall not be effective or enforceable until the date on which it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). Neither the State nor any Ordering Entity, as defined herein, shall be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred by Contractor, or be bound by any provision hereof, prior to the Effective Date.

**4. Participation:**

- i. Use of specific NASPO ValuePoint cooperative Contracts by agencies, Political Subdivisions, registered Non-Profit Organizations, and other entities (including cooperatives) authorized by Participating State's statutes to use State of Colorado Contracts is subject to the prior approval of the applicable State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
- ii. Individual Customer: Each Participating State's agency, Political Subdivision, and registered Non-Profit Organization is an Ordering Entity, as defined in §2, **DEFINITIONS**, of **Exhibit A** to this

Addendum, and will be treated as if it is an individual customer. Except to the extent modified by this Addendum, each agency, Political Subdivision and eligible Non-Profit Organization will be responsible to follow the terms and conditions of the Master Agreement; and each will have the same rights and responsibilities for its purchases as Participating State has under the Contract. Each agency, Political Subdivision and registered Non-Profit Organization will be responsible for its own charges, fees, and liabilities. Each agency, Political Subdivision and registered Non-Profit Organization will have the same rights to any indemnity or to recover any costs allowed in the Contract for its purchases. The Contractor will apply such charges to each Ordering Entity individually and the Participating State shall not be liable for any other Ordering Entity's charges.

**5. Subcontractors:**

- i. The Contractor may use Subcontractors to perform some of its duties and obligations under this Addendum; however, only dealers and re-sellers that have been approved by the State may be deployed. The Contractor will be responsible for any Agreements with such Subcontractors. The State of Colorado is not agreeing to, and is not responsible for, any terms and conditions with Subcontractors.
- ii. All **VWR International, LLC** dealers and re-sellers who provide Goods and/or Services under this Addendum, shall be approved by the Lead State to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's duties and obligations will be in accordance with the terms and conditions set forth in the Master Agreement regardless of Contractor's use of Subcontractors.
- iii. Contractor shall provide written notice to the Participating State with respect to any changes to their authorized list of dealers and re-sellers in Colorado, and shall obtain written approval from the Participating State, which shall not be unreasonably withheld, prior to adding additional dealers and re-sellers to the authorized list of providers.

**6. Orders:**

- i. Any Order placed by a Participating State or Ordering Entity for a Good and/or Service available under 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. Additional requirements for Orders are set forth in §4, **STATEMENT OF WORK, of Exhibit A** to this Addendum.
- ii. All Orders issued by Ordering Entities as defined in this Addendum shall state the Addendum Number: 2016000000000000194 and the Master Agreement Number: MA16000234-2.
- iii. Contractor's pricing sheets shall be located at the following web address, or as amended: [www.vwr.com](http://www.vwr.com)

**7. Participating State Modifications or Additions to Master Agreement:**

Provisions set forth in **Exhibit A** to this Addendum are controlling, pursuant to §16. **GENERAL PROVISIONS I. Order of Precedence.**

**8. Primary Contacts:**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative or named successor at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Notices to Ordering Entities shall be as provided for in the Order accepted by the Contractor. Unless otherwise provided herein, all notices shall be effective upon receipt. The primary contact individuals for this Participating Addendum are as follows (unless and until successors are named in writing by the respective Party):

**Contractor: VWR International, LLC**

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| Name and Title: | Lewis McMillan, Director, Business Development – State Government Markets  |
| Address:        | 100 Matsonford Road, Suite 200, Radnor PA 19087-8660   |
| Telephone:      | 770-335-7925   |
| Fax:            | 484-881-5697   |
| E-mail:         | <a href="mailto:lewis.mcmillan@vwr.com">lewis.mcmillan@vwr.com</a> with copy to <a href="mailto:government@vwr.com">government@vwr.com</a> |



**Participating State: State of Colorado**

|                 |  |
|-----------------|--|
| Name and Title: | Christine Weber, C.P.M., CPPB, Purchasing Agent                              |
| Address:        | 1525 Sherman Street, 3 <sup>rd</sup> Floor, Denver, Co 80203                 |
| Telephone:      | 303-866-6146   |
| Fax:            | 303-894-7445   |
| E-mail:         | <a href="mailto:christine.weber@state.co.us">christine.weber@state.co.us</a> |

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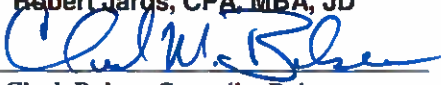
**THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM**

**\* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the Participating State is relying on their representations to that effect.**

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| <p align="center"><b>CONTRACTOR</b><br/><b>VWR International, LLC</b></p> <p>By: Joshua Jensen<br/>Title: VP- US Finance</p> <p>By: <u></u> *Signature</p> <p>Date: <u>5/27/16</u></p> | <p align="center"><b>PARTICIPATING STATE</b><br/><b>STATE OF COLORADO</b><br/><b>John W. Hickenlooper, Governor</b><br/>Department of Personnel &amp; Administration<br/>State Purchasing Office<br/>June Taylor, Executive Director</p> <p>By: <u></u><br/><b>Cindy Lombardi</b>, State Purchasing and Contracts Director</p> <p>Date: <u>6/2/2016</u></p> |
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Contracts. This Addendum is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.**

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| <p align="center"><b>PARTICIPATING STATE</b><br/><b>STATE CONTROLLER</b><br/><b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: <u></u></p> <p><b>Clark Bolser, Controller Delegate</b><br/><b>Greg Garner, Controller Delegate</b><br/><b>Floy Jeffares, Controller Delegate</b><br/><b>Joe Weber, Controller Delegate</b><br/><b>Challon Winer, Controller Delegate</b></p> <p>Date: <u>6/6/16</u></p> |
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