

**PARTICIPATING ADDENDUM TO THE
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
LABORATORY EQUIPMENT AND SUPPLIES,
CONTRACT NO. MA16000234-2**

This Participating Addendum (“Addendum”) No. 4400016768 between VWR International, LLC (Contractor) and the Commonwealth of Pennsylvania (Commonwealth), acting through the Department of General Services (DGS) is entered into pursuant to the Laboratory Equipment and Supplies Contract No. **MA16000234-2** (“Master Agreement”) between **VWR International, LLC** (“the Contractor”) and the **State of Idaho** (“Idaho”) on behalf of the **NASPO Valuepoint Cooperative Purchasing Organization** (“NASPO Valuepoint”).

WHEREAS, Idaho, on behalf of NASPO Valuepoint, issued Request for Proposals 16000231 and subsequently entered into the Master Agreement with the Contractor, pursuant to which the Contractor provides laboratory equipment and supplies as described in the Master Agreement; and

WHEREAS, the Commonwealth desires to participate in the Master Agreement to procure laboratory equipment and supplies from the Contractor under the Master Agreement; and

WHEREAS, DGS is authorized under Sections 1902 and 1908 of the Commonwealth Procurement Code, 62 Pa. C. S. §§ 1902 and 1908, to undertake and make this type of contractual arrangement on behalf of the Commonwealth.

NOW, THEREFORE, intending to be legally bound hereby, DGS and the Contractor agree as follows:

1. The Master Agreement is defined as Contract No. MA16000234-2 entered into by the State of Idaho and Contractor, and all other documents attached thereto or incorporated by reference in that Master Agreement as found at <http://www.naspovaluepoint.org/#/contract-details/67/overview/general>.
2. Except as set forth in this Addendum, DGS and Contractor agree to be bound by the terms and conditions as stated in the Master Agreement, which is made a part of this Addendum and incorporated by reference.
3. DGS and Contractor agree to be bound by the Commonwealth of Pennsylvania Standard Contract Terms and Conditions (BOP-1205, dated 8/14/2015), attached hereto as Exhibit A and made part of this Addendum.
4. Contractor acknowledges and agrees that the following products and services are provided to the Commonwealth under separate contracts and shall not be provided through this Addendum: gloves; parts and equipment for maintenance, repair, and operations (MRO); janitorial supplies; and equipment service and maintenance agreements.

5. DGS and the Contractor agree to be bound by the Supplemental Pricing and Product Availability terms, attached hereto as Exhibit B and made part of this Addendum.
6. Contractor agrees to provide customized fixed pricing for approximately four hundred high-usage "Market Basket" items as described in Paragraph 2 of Exhibit B. The Market Basket for Calendar Year 2017 is attached hereto as Exhibit C and made part of this Addendum.
7. Contractor agrees to allow the Commonwealth to utilize the services of its MarketSource program for third-party purchases of laboratory equipment and supplies not available through the Contractor's core product offering as described in Paragraph 3 of Exhibit B
8. Contractor agrees to pay to DGS a quarterly administrative fee equal to 2% of the total sales on this Contract. The quarterly sales total to be used to determine this administrative fee shall be based the total amount invoiced by the Contractor for all orders placed through this contract during the applicable quarter, defined as April 1 through June 30, July 1 through September 30, October 1 through December 31, and January 1 through March 31. Payment of the administrative fee shall be due 30 days after the conclusion of each quarter.
9. Contractor agrees to provide an early payment discount of 1% for all payments made by the Commonwealth within 10 days of the receipt of a valid invoice.
10. Contractor shall provide a quarterly report to DGS detailing contract sales and including benchmarking information for cost savings analysis. The format for this report shall be mutually agreed upon by the Contractor and DGS upon execution of this Addendum and may be modified at any time during the contract term upon mutual agreement of both parties.
11. Contractor and DGS agree that COSTARS Program members shall be eligible to utilize this Addendum under the same terms and conditions as the Commonwealth. COSTARS Program Language, which is attached hereto as Exhibit D, is made part of this Addendum. By electing to allow for COSTARS participation in this contract, Contractor agrees to pay the applicable annual administrative fee and abide by the reporting requirements described in Exhibit D to this Addendum.
12. Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a Contractor must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). Contractor must complete and return the Iran Free Procurement Certification form, which is attached hereto as Exhibit E and made part of this Addendum.

13. To the extent that there is a conflict between the contract documents, the order of precedence shall be:
 - a. The Participating Addendum contained herein.
 - b. The Commonwealth of Pennsylvania Standard Terms and Conditions, which is attached hereto as Exhibit A and made part of this Addendum.
 - c. The Supplemental Pricing and Product Availability terms attached hereto as Exhibit B and made part of this Addendum
 - d. The Master Agreement

14. This Participating Addendum shall commence on the Effective Date as described in Section 1 of Exhibit A and shall expire on March 31, 2019. This contract may be renewed for two additional one-year terms at the discretion of DGS provided that concurrent renewal options provided for in the Master Agreement are exercised by NASPO Valuepoint.

IN WITNESS WHEREOF, the parties have signed this Participating Addendum.

Witness:

By: DocuSigned by: Jennifer Schauble March 28, 2017
5C40C12EC57945A... Date

Jennifer Schauble Director, Contracts Management
Printed Name and Title

CONTRACTOR:

By: DocuSigned by: Yvonne Garofalo March 28, 2017
AFBA329396D747E... Date

Yvonne Garofalo Area Vice President
Printed Name and Title

91-1319190
Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically
Deputy Secretary for Procurement Date

PENNSYLVANIA DEPARTMENT OF TREASURY:

To be obtained electronically
Treasurer (or Designee) Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

To be obtained electronically
Office of General Counsel Date

To be obtained electronically
Office of Attorney General Date