

**STATE OF CALIFORNIA  
PARTICIPATING ADDENDUM NUMBER 7-16-99-26-01  
AMENDMENT 6**

LABORATORY EQUIPMENT AND SUPPLIES  
Idaho NASPO ValuePoint Master Agreement Number MA16000234-2  
**VWR International, LLC (Contractor)**

The parties mutually agree to amend Participating Addendum 7-16-99-26-01 as follows:

- 1) Agreement is extended from September 30, 2023 to February 28, 2024. **Section 2. TERM, subparagraph A** is revised to read as follows:
  - A. The term of this Participating Addendum shall begin upon signature approval by the State and will end February 28, 2024, or upon termination by the State, whichever occurs first.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

**STATE OF CALIFORNIA**

**CONTRACTOR**

Department of General Services

VWR International, LLC

*Agency Name*

*Contractor Name*

Julie Matthews Digitally signed by Julie Matthews  
Date: 2023.09.13 17:07:46 -07'00' 9/13/2023

DocuSigned by:  
*Debbie Poenisch* September 12, 2023  
EBEFB7A9C1E048E...

*Authorized Signature*                      *Date Signed*

*Authorized Signature*                      *Date Signed*

Julie Matthews, MAU2 Supervisor

Debbie Poenisch, SVP

*Printed Name/Title of Person Signing*

*Printed Name/Title of Person Signing*

707 Third Street  
West Sacramento, CA 95605

1050 Satellite Blvd  
Suwanee, GA 30024

*Address*

*Address*

**STATE OF CALIFORNIA**  
**PARTICIPATING ADDENDUM NUMBER 7-16-99-26-01**  
**AMENDMENT 5**

LABORATORY EQUIPMENT AND SUPPLIES  
Idaho NASPO ValuePoint Master Agreement Number MA16000234-2  
**VWR International, LLC (Contractor)**

The parties mutually agree to amend Participating Addendum 7-16-99-26-01 as follows:

- 1) Agreement is extended from March 31, 2023 to September 30, 2023. **Section 2. TERM, subparagraph A** is revised to read as follows:

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end September 30, 2023, or upon termination by the State, whichever occurs first.

- 2) **Section 17. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

**17. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

**Participating Addendum 7-16-99-26-01  
Amendment 5**

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

**STATE OF CALIFORNIA**

**CONTRACTOR**

Department of General Services

VWR International, LLC

*Agency Name*

*Contractor Name*

Julie Matthews Digitally signed by Julie Matthews  
Date: 2023.02.23 20:24:16 -08'00' 2/23/22

DocuSigned by:  
Debbie Poenisch February 20, 2023

*Authorized Signature*                      *Date Signed*

*Authorized Signature*                      *Date Signed*

Julie Matthews, MAU2 Supervisor

Debbie Poenisch                      SVP

*Printed Name/Title of Person Signing*

*Printed Name/Title of Person Signing*

707 Third Street  
West Sacramento, CA 95605

1050 Satellite Blvd  
Suwanee, GA 30024

*Address*

*Address*

**STATE OF CALIFORNIA  
PARTICIPATING ADDENDUM NUMBER 7-16-99-26-01  
AMENDMENT 4**

LABORATORY EQUIPMENT AND SUPPLIES  
Idaho NASPO ValuePoint Master Agreement Number MA16000234-2  
**VWR International, L.L.C. (Contractor)**

The parties mutually agree to amend Participating Addendum 7-16-99-26-01 as follows:

- 1) Agreement is extended from March 31, 2022 to March 31, 2023. **Section 2. TERM, subparagraph A** is revised to read as follows:

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end March 31, 2023, or upon termination by the State, whichever occurs first.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

**STATE OF CALIFORNIA**

**CONTRACTOR**

Department of General Services

VWR International, L.L.C.

Agency Name

Contractor Name



DocuSigned by:  
Debbie Poenisch

3/30/2022

March 18, 2022

Authorized Signature

Date Signed

Authorized Signature

Date Signed

Stephanne Lim, MAU2 Supervisor

Debbie Poenisch SVP

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street  
West Sacramento, CA 95605

100 Matsonford Rd.,  
Bldg. 1, Suite 200  
Radnor, PA 19087-5297

Address

Address

**STATE OF CALIFORNIA  
PARTICIPATING ADDENDUM NUMBER 7-16-99-26-01  
AMENDMENT 3**

LABORATORY EQUIPMENT AND SUPPLIES  
Idaho NASPO ValuePoint Master Agreement Number MA16000234-2  
**VWR International, LLC (Contractor)**

The parties mutually agree to amend Participating Addendum 7-16-99-26-01 as follows:

- 1) Agreement is extended from March 31, 2021 to March 31, 2022. **Section 2. CONTRACT TERM, subparagraph A** is revised to read as follows:

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end March 31, 2022, or upon termination by the State, whichever occurs first.

- 2) **Section 2. CONTRACT TERM, subparagraph C** is deleted in its entirety.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

**STATE OF CALIFORNIA**

**CONTRACTOR**

Department of General Services

VWR International, LLC

Agency Name

Contractor Name

 3/8/2021

DocuSigned by:  
 February 24, 2021

Authorized Signature Date Signed

Authorized Signature Date Signed

Stephanne Lim, MAU2 Supervisor

Michael Stubblefield President and CEO

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street  
West Sacramento, CA 95605

100 Matsonford Rd., Bldg. One, Suite 200  
Radnor, PA 19087

Address

Address

**STATE OF CALIFORNIA  
PARTICIPATING ADDENDUM NO. 7-16-99-26-01  
AMENDMENT #2**

Laboratory Equipment and Supplies  
Idaho NASPO ValuePoint Master Agreement No. MA16000234-2  
**VWR International, LLC**

The parties hereto mutually agree to amend Participating Addendum No. 7-16-99-26-01 as follows:

Section 1., Scope, Add Subparagraph F, Excluded Items:

F. EXCLUDED ITEMS

- 1) Equipment and Supplies which may be included in a vendor's catalog, but which are not specifically designed or intended for laboratory use (e.g. reception chairs, couches, coffee tables, general office equipment, etc.) As noted in RFP16000231 Laboratory Equipment and Supplies, Page 5.
- 2) Items costing in excess of \$75,000, after discount.

Section 2., Contract Term is revised as follows:

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will **end March 31, 2021**, or upon termination by the State, whichever occurs first.

**All other Terms and Conditions remain the same.**

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

STATE OF CALIFORNIA

By: \_\_\_\_\_

Name: Angela Shell

Title: Deputy Director

Date: 3-29-19

VWR INTERNATIONAL, LLC

By: \_\_\_\_\_

Name: Jay Hexamer

Title: Sr. Vice President

Date: 3-28-19

**STATE OF CALIFORNIA  
PARTICIPATING ADDENDUM NO. 7-16-99-26-01  
AMENDMENT #1**

Laboratory Equipment and Supplies (Band 1- Full Line Catalog)  
Idaho NASPO ValuePoint Master Agreement No. MA16000234-2  
**VWR International, LLC.**

The parties hereto mutually agree to amend Participating Addendum Number 7-16-99-26-01 as follows:

**1. Servicing Subcontractors (Authorized Resellers)**

- A. Contractor may use State-approved Servicing Subcontractors under this Participating Addendum for sales and service functions as defined herein.
- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Servicing Subcontractors. All State policies, guidelines, and requirements shall apply to Servicing Subcontractors.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Servicing Subcontractors are classified as follows:
  - 1) "Authorized Reseller"
    - a. Authorized Resellers may provide quotes; accept purchase orders; accept payment from ordering agencies for products and associated services offered under this Participating Addendum; assist with ordering questions, delivery problems, and invoice issues.
    - b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
    - c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and VWR International, LLC as the Contractor.
- E. Subject to the written approval of the State, Servicing Subcontractors may be added or deleted during the contract term. Contractor will be required to submit Servicing Subcontractor requests, in a format specified by the State, to the State Contract Administrator for approval.
- F. State-approved Servicing Subcontractors will be posted on the State's Cal eProcure website.

**STATE OF CALIFORNIA  
PARTICIPATING ADDENDUM NO. 7-16-99-26-01  
AMENDMENT #1**

Laboratory Equipment and Supplies (Band 1- Full Line Catalog)  
Idaho NASPO ValuePoint Master Agreement No. MA16000234-2  
**VWR International, LLC.**

**All other Terms and Conditions remain the same.**

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

STATE OF CALIFORNIA

VWR INTERNATIONAL, LLC

By: 

By: 

*sw* Name: Jim Butler

Name: LEWIS McMILLAN

Title: Deputy Director

Title: DIRECTOR, BUS Dev

Date: July 27, 2016

Date: 25 July 2016



**STATE OF CALIFORNIA  
PARTICIPATING ADDENDUM NO. 7-16-99-26-01**

Laboratory Equipment and Supplies  
Idaho NASPO ValuePoint  
Master Agreement No. MA16000234-2  
**VWR International, LLC (Contractor)**

This Participating Addendum Number **7-16-99-26-01** is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and **VWR International, LLC** (hereafter referred to as "Contractor") under the lead State of Idaho, NASPO ValuePoint Master Agreement Number MA16000234-2.

**1. Scope**

- A. This Participating Addendum provides a full catalog of laboratory equipment and supplies (Band 1 – Full Line Catalog) under the Idaho NASPO ValuePoint Master Agreement Number MA16000234-2. The NASPO ValuePoint Master Agreement is hereby incorporated by reference.
- B. Contractor must meet or exceed the requirements set forth in VWR International's proposal and is hereby incorporated by reference.
- C. This Participating Addendum is available for use by all State Departments and California political subdivisions/local governments. A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- D. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

**2. Contract Term**

- A. The term of this Participating Addendum shall **begin upon signature approval by the State** and will **end March 31, 2019**, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. The initial term of this Master Agreement shall be three (3) years. The total contract term, including all extensions, may not exceed five (5) years.

**3. Delivery Fees or Additional Charges**

- A. Charges may apply for items with special packaging or special handling requirements associated with shipping live material ordered by school districts and will be noted in the ordering system at the time of checkout.
- B. No charges for Hazardous material fees, dry ice, or blue ice.
- C. FOB Destination (Per Section 9.4.1 in the Idaho's RFP).
- D. No minimum order requirement.
- E. All freight on third party purchase will be absorbed by VWR International.
- F. State agencies will not be charged freight fees, transportation fees, or special handling or packaging fees, including non-catalog items.

**4. Terms and Conditions**

Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of laboratory equipment and supplies under this Participating Addendum. These include:

- The California General Provisions (GSPD-401 Non-IT Commodities), effective 06/08/2010. The seven (7) page document can be view at: <http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>

**5. Order of Precedence**

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-16-99-26-01.
- B. Idaho NASPO ValuePoint Master Agreement Number MA16000234-2.

**6. Available Equipment and Supplies**

Band 1 - Full Line Catalog of laboratory equipment and supplies.

**7. Product Additions/Deletions**

- A. Contractor may add or delete products introduced or removed from the market by the manufacturer under the following conditions:
  - 1) Products are within existing awarded categories under the NASPO ValuePoint Master Agreement;
  - 2) Contractor has obtained prior approval from the Idaho NASPO ValuePoint Master Agreement Contract Administrator; and

- 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of product additions/deletions.
- C. Contractor shall not add new categories or groups of products under this Participating Addendum that were not originally included in the NASPO ValuePoint Master Agreement.

#### **8. Ordering Agency Responsibilities**

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. A User Instructions guide will be prepared and administered by the State Contract Administrator.

#### **9. Contractor Responsibilities**

Contractor must respond to the ordering agency's RFO to be eligible to receive a Purchase Order under this Participating Addendum.

#### **10. Invoicing**

- A. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.
- B. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

#### **11. Usage Reporting**

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as **Attachment A**. Please include the following information:
  - 1) Only State Departments and California political subdivisions/local governments.
  - 2) Separate State and Local Totals.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov. The e-mail subject line will include the vendor's name and Participating Addendum Number.

- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. State and Local purchases must be shown separately with separate totals and will include the grand total of all purchases.
- G. Reports are due on the 15<sup>th</sup> day after the quarterly period. For example, January through March quarterly reports will be due on April 15<sup>th</sup>.
- H. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- I. Amendments for term extensions may be approved only if all reports due have been submitted to the State.

## 12. Administrative Fee

- A. Contractor shall submit a check, payable to the State of California, remitted to the WSCA Payment Processing Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor **must include the Participating Addendum Number on the check**. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. If the Administrative fee check is \$1.00 over the amount of the Administrative fee due, the check will be returned and a new check will be submitted with the correct amount.
- D. Administrative fee checks shall be submitted to:
  - State of California
  - Department of General Services, Procurement Division
  - Attention: WSCA Payment Processing
  - 707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, MS 2-202
  - West Sacramento, CA 95605
- E. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- F. The administrative fee shall not be invoiced or charged to the ordering agency.
- G. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

H. Administrative fee checks are due for each quarter as follows:

Quarter	Reporting Period	Due Date
1	JAN 1 to MAR 31	APR 30
2	APR 1 to JUN 30	JUL 30
3	JUL 1 to SEP 30	OCT 31
4	OCT 1 to DEC 31	JAN 31

I. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

### 13. Contract Management

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: VWR International, LLC  
Name: Lewis McMillan  
Phone: (770) 335-7925  
Fax: (484) 881-5697  
E-Mail: [lewis\\_mcmillan@vwr.com](mailto:lewis_mcmillan@vwr.com)  
Include cc to: [government@vwr.com](mailto:government@vwr.com)  
Address: 1050 Satellite Blvd NW  
Suwanee, GA 30024

B. Should the Contractor Contract Manager information change, the Contractor will provide written notice with the updated information to the State Contract Administrator no later than ten business days after the change.

C. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Lori Tomita  
Phone: (916) 375-4580  
Fax: (916) 375-4663  
E-Mail: [Lori.Tomita@dgs.ca.gov](mailto:Lori.Tomita@dgs.ca.gov)  
Address: State of California  
Department of General Services  
Procurement Division  
707 Third Street, 2nd Floor, MS 2-202  
West Sacramento, CA 95605

D. Should the State Contract Administrator information change, the State will provide written notice with the updated information to the Contractor Contract Manager no later than ten business days after the change.

**14. Termination of Agreement**

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

**15. Amendment**

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

**16. Agreement**

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, 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, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Idaho NASPO ValuePoint Master Agreement Number MA16000234-2, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

VWR INTERNATIONAL, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jim Butler

Name: Mary Diamond

Title: Deputy Director

Title: VP- Pricing, Contracts & Sales Support

Date: \_\_\_\_\_

Date: \_\_\_\_\_

June 6, 2016

5/31/2016

