

**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

Commonwealth of Kentucky  
(hereinafter "Participating State")  
**Kentucky Master Agreement Number:  
MA 758 PUNC1600000005**

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 Commonwealth of Kentucky, 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 Commonwealth of Kentucky 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.

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

Fisher Scientific Company is in agreement with and agrees to remain in compliance throughout the life of the contract with all Commonwealth of Kentucky contract requirements. The following are required but not limited to:

Required Affidavit for Bidders, Offerors and Contractors; maintain Certificate of Authority with the Secretary of State; Kentucky and Sales Use Tax Permit on file with the Department of Revenue; and Federal Executive Order (EO) 11246 prohibiting Discrimination and Access to Records language.

**Access to Records**

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or

their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.

Any audit undertaken by the State shall be performed during the tenure of the Contract only and that both over and under charges will be applied in the evaluation of an Audit. The State's access to Contractor records shall consist of history of sales information and applicable details in determining the cost to the State, including Contractor's invoice for a given item.

#### **Discrimination Clause**

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. 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, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post

copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

Contractor

Name	Eric Van Denburg
Address	300 Industry Drive, Pittsburg, PA 15275
Telephone	949-842-9685
Fax	949-858-8782
E-mail	Eric.vandenburg@thermofisher.com

Participating State


Name	Debbie Mathews
Address	Finance and Administration Cabinet

	Office of Procurement Services 702 Capital Ave, Room 096 Capitol Annex Frankfort, KY 40601
Telephone	(502) 564-8649
Fax	(502) 564-1434
E-mail	<a href="mailto:Debbie.Mathews@ky.gov">Debbie.Mathews@ky.gov</a>

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 Commonwealth of Kentucky must include the Participating State contract number: MA 758 PUNC1600000005 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>Commonwealth of Kentucky</b>	Contractor: <b>Fisher Scientific Company, LLC</b>
By: Finance and Administration Cabinet Office of Procurement Services	By: 
Name: Joan Graham	Name: Gary M. Galluzzi
Title: Executive Director	Title: Vice President Academic
Date:	Date: 4/7/16

Commonwealth of Kentucky  
Office of Procurement Services:

 4-8-16  
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Joan Graham, Executive Director

For questions on executing a participating addendum, please contact:

WCSA-NASPO	
Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	<a href="mailto:thay@wsca-naspo.org">thay@wsca-naspo.org</a>

**[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]**

