

**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 Alaska
(hereinafter "Participating State")
Participating State Contract Number 2016LAB0003**

1. **Scope:** This Participating Addendum (PA) 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, 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 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:** Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PA:

Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

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, Pittsburg, PA 15275
Telephone	949-842-9685

Fax	949-858-8782
E-mail	Eric.vandenburg@thermofisher.com

Participating State

Name	Eric Verrelli
Address	State of Alaska – Department of Administration Division of General Services 333 Willoughby Ave. Suite 700 Juneau, AK 99811
Telephone	907-465-5674
Fax	907-465-2189
E-mail	Eric.verrelli@alaska.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 must include the Participating State contract number: **2016LAB0003** as well as the Lead State Master Agreement No. **MA16000234-1**.

6. **Administrative Fee:**

Contractor agrees to provide an Administrative Fee to the State of Alaska.

- a) Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to 1.5% of the net sales for the quarterly period.
- b) Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
- c) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska
Department of Administration
Division of General Services
PO Box 110210
Juneau, AK 99811-0210

- d) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

- e) The total administrative fee for a given quarter must equal 1.5% of the total payments (minus returns and credits) received by the contractor for catalog item purchases during the calendar quarter.
- f) Administrative fee checks are due for each quarter as follows:



Contractor shall factor the 1.5% fee into its contract pricing and shall not separately itemize or invoice for the fee.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

- g) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

7. Entire Agreement: This PA 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 PA 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 PA as of the date of the last signature below.

Participating State: Alaska	Contractor: Fisher Scientific Company, LLC
By: 	By: 
Name: Eric Verrelli	Name: Gary M. Galluzzi
Title: Contracting Officer	Title: Vice President
Date: 4/14/16	Date: 4/14/16

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

