

# **PARTICIPATING ADDENDUM**

hereinafter "Addendum"

For

**NASPO**

**COOPERATIVE LAB SUPPLY CONTRACT**

**MASTER PRICE AGREEMENT NUMBER SBPO1336**

Between

Fisher Scientific

hereinafter "Contractor"

and

State of South Dakota

hereinafter "Participating State"

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## **1. Scope**

This Addendum covers the NASPO Coop Lab Supply Contracts 2010-2015 led by the State of Idaho for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the WSCA administrative fee.

## **2. Participation**

Use of specific NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the 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. Changes:**

**Assignment of Antitrust Claims;** The Contractor hereby agrees to convey, assign and transfer to the State of South Dakota all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of the State of South Dakota, SDCL 37-1, and amendments thereto, relating to the particular goods, services and materials purchased by the State of South Dakota in connection with this agreement.

## **4. Continuation of Participation:**

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda in either the WSCA Lab Supply Contract and/or the

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NASPO HELP contracts (both of which are being replaced by this NASPO cooperative contract) are extended to include participation in the NASPO Coop Lab Supply Contracts 2010-201 under the same terms and conditions in the current participating addendum.

If re-execution of a participating addendum or amendment to an existing participating addendum is required by a participating entity, the authorization to participate in either the WSCA Lab Supply Contract and/or the NASPO HELP contracts is sufficient to permit participation in the NASPO Coop Lab Supply Contracts 2010-2015, unless specifically denied by the appropriate chief state procurement official.

### **5. Lease Agreements**

No Leasing Is Authorized Under this Addendum.

### **6. Primary Contacts**

The primary government contact individuals for this Addendum are as follows (or their named successors):

#### Lead State

Name: Sarah Hilderbrand  
Address: Idaho Dept of Administration, Division of Purchasing  
PO Box 83720, Boise, ID 83702  
Telephone: 208.332.1612  
Fax: 208.327.7465  
E-mail: [sarah.hilderbrand@adm.idaho.gov](mailto:sarah.hilderbrand@adm.idaho.gov)

#### Contractor

Name: JT McGuire  
Address: 3970 Johns Creek Court, Suite 500, Suwanee, GA 30024  
Telephone: 858-486-6027  
Fax: 858-486-6196  
E-mail: [james.mcguire@thermofisher.com](mailto:james.mcguire@thermofisher.com)

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Participating State (or entity)

Name: Kathy Stasch  
Address: Office of Procurement Management  
523 E. Capitol, Pierre, SD 57501  
Telephone: 605-773-6877  
Fax: 605-773-4840  
E-mail: kathy.stasch@state.sd.us

**7. Servicing Subcontractors:**

Servicing subcontractors are not authorized under this agreement.

**8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

**All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the Master Price Agreement Number: SBPO1336.**

This Addendum and the Master Price Agreement 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, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, 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 Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or

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additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

**South Dakota Office of Procurement  
Management**

**Fischer Scientific**

By:



Name: Jeff T. Holden

Title: Director

Date: July 16, 2010

By:



Name: Joe Centofante

Title: Vice President Academic

Date: July 27, 2010