

# Idaho Division of Purchasing

## Renewal

**Purchase Order Name:** Laboratory Equipment & Supplies  
**Contract Number:** PADD16201018  
**Parties:** State of Idaho  
FISHER SCIENTIFIC COMPANY L.L.C.  
**This Renewal Value:** 1,000,000.00 USD  
**Total Contract Value:** 17,500,000.00 USD  
**Start Date:** 4/1/2023 12:00 AM  
**End Date:** 9/30/2023 11:59 PM

**Contract Administrator:** Ryan Blaine; Ryan.Blaine@adm.idaho.gov

### Instructions

PADD16201018 , Laboratory Equipment & Supplies(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter and Amendment 4 to PADD16201018 are attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Eric Van Denburg

+1 949-842-9685  
Eric.VanDenburg@thermofisher.com

### Payment Details Payment

**Terms:** Net 30

**Signature signed By:**

**Ryan  
Blaine** Digitally signed  
by Ryan Blaine  
Date: 2023.02.02  
13:04:51 -07'00'

# Idaho Division of Purchasing

## Renewal

**Purchase Order Name:** Laboratory Equipment & Supplies  
**Contract Number:** PADD16201018 MA16000234-1  
**Parties:** State of Idaho  
FISHER SCIENTIFIC COMPANY L.L.C.  
**This Renewal Value:** 2,000,000.00 USD  
**Total Contract Value:** 16,500,000.00 USD  
**Start Date:** 4/1/2022 12:00 AM  
**End Date:** 3/31/2023 11:59 PM

**Contract Managers:** Laura Gallivan; laura.gallivan@adm.idaho.gov  
**Purchasing Leads:** Chelsea Robillard; chelsea.robillard@adm.idaho.gov

### Instructions

PADD16201018 MA16000234-1 , Laboratory Equipment & Supplies(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed Master Agreement and Amendment 3 to PADD16201018 MA16000234-1 are attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Eric Van Denburg

+1 949-842-9685  
Eric.VanDenburg@thermofisher.com

**Bill To Address**

As detailed in sourcing  
event or contract  
instructions

**Ship To Address**

As detailed in sourcing  
event or contract  
instructions

**Payment Details Payment**

**Terms:** Net 30

**Signature signed By:** *Laura Gallivan*

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Laura Gallivan Office Specialist II  
3/23/2022



**BRAD LITTLE**  
Governor  
**KEITH REYNOLDS**  
Director  
**VALERIE BOLLINGER**  
Administrator

**State of Idaho**  
Department of Administration  
Division of Purchasing

650 West State Street, Room 100  
Boise, ID 83702  
Telephone: (208)327-7465  
Email: [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov)  
[www.purchasing.idaho.gov](http://www.purchasing.idaho.gov)

March 16, 2022

Fisher Scientific  
Attn: Eric Van Denburg

VIA ELECTRONIC TRANSMISSION  
[eric.vandenburg@thermofisher.com](mailto:eric.vandenburg@thermofisher.com)

RE: Contract PADD16201018 a Contract for Laboratory Equipment and Supplies

Fisher Scientific holds a Participating Addendum (PADD) with the State of Idaho through a NASPO ValuePoint Master Agreement MA16000234-1 for the above referenced services.

\*\*On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. As a holder of this PADD, you must certify as follows:

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

Thank you for your consideration in this matter.

Sincerely,

Idaho Division of Purchasing

**CONTRACTOR-COMplete THIS SECTION:**

Contractor agrees to the terms detailed above:

COMPANY: Fisher Scientific Company L.L.C.

BY:

Jim Rogers  
(Signature)

Jim Rogers - Director, Gov. Contracts  
(Printed Name)

DATE:

3/18/2022



**BRAD LITTLE**  
Governor  
**KEITH REYNOLDS**  
Director  
**VALERIE BOLLINGER**  
Administrator

**State of Idaho**  
Department of Administration  
Division of Purchasing

650 West State Street, Room 100  
Boise, ID 83702  
Telephone: (208) 327-7465  
Email: [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov)  
[www.purchasing.idaho.gov](http://www.purchasing.idaho.gov)

Contract PADD16201018  
Contract for Laboratory Equipment and  
Supplies, for the State of Idaho

Acknowledgment of Idaho State House Bill 220

Fisher Scientific

“Contractor”

Acknowledges the following by signing below:

Disclosure of Abortion Related Matters. The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the “Act”) and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

Acknowledged by (Print Name): Jim Rogers

Title: Director, Government Contracts

Signature: *Jim Rogers*

Date: 3/23/2022

UPDATED CONTRACTOR CONTACT INFORMATION for PADD16201018

Contact Name	Eric Van Denburg
Title	Industry Director, Academic and Medical Research
Address	300 Industry Drive, Pittsburgh PA 15275
Phone	949-842-9685
Fax	
E-mail	Eric.vandenburg@thermofisher.com

## Idaho Division of Purchasing

### Amendment

<b>Purchase Order Name</b>	Lab Equipment & Supplies - CC
<b>Contract Number</b>	PADD16201018
<b>Parties</b>	State of Idaho FISHER SCIENTIFIC COMPANY L.L.C.
<b>This Amendment's Value</b>	\$2,000,000.00 USD
<b>Total Contract Value</b>	\$14,500,000.00 USD
<b>Start Date</b>	4/1/2021 12:00 AM
<b>End Date</b>	3/31/2022 11:59 PM

**Contract Manager:** State of Idaho; Chelsea Robillard

**Purchasing Lead:** State of Idaho, Chelsea Robillard [Chelsea.robillard@adm.idaho.gov](mailto:Chelsea.robillard@adm.idaho.gov)

#### Instructions

PADD16201018, Lab Equipment & Supplies - CC (the "Contract") is amended as detailed in the attached executed amendment document. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein.

Note: The dollar amount listed in the contract Amendment pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

FISHER SCIENTIFIC COMPANY L.L.C.

event or contract  
instructions

**Ship To Address**

As detailed in sourcing  
event or contract  
instructions

**Payment Details Payment**

Terms: Net 30

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**Special Instructions:**

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**Internal Comments:**

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**Signature signed By:**



Chelsea Robillard, State Purchasing Manager  
State of Idaho





# State of Idaho

Department of Administration  
Division of Purchasing

**BRAD LITTLE**  
Governor  
**D. KEITH REYNOLDS**  
Director  
**VALERIE BOLLINGER**  
Administrator

304 N 8<sup>th</sup> Street, Rm 403 (83702)  
P. O. Box 83720  
Boise, ID 83720-0075  
Telephone (208) 327-7465  
Fax: 208-327-7320  
<http://purchasing.idaho.gov>

August 24, 2020

Fisher Scientific  
Eric Van Denburg, Industry Director

VIA ELECTRONIC TRANSMISSION  
[eric.vandenburg@thermofisher.com](mailto:eric.vandenburg@thermofisher.com)

RE: Renewal of Master Agreement MA16000234-1, a Contract for Laboratory Equipment and Supplies, for the State of Idaho and the NASPO ValuePoint Cooperative Purchasing Program Expiring 3/31/2021

The State of Idaho in conjunction with NASPO ValuePoint would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is April 1, 2021 to March 31, 2022. The same terms, conditions and prices prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail ([purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov)) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

**CONTRACTOR-COMplete THIS SECTION:**

Sincerely,

Chelsea Robillard, CPPB  
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:	
COMPANY:	<u>Fisher Scientific, L.L.C.</u>
BY:	<u></u> (Signature)
	<u>Gary M. Galluzzi</u> (Printed Name)
DATE:	<u>October 9, 2020</u>

**UPDATED CONTRACTOR CONTACT INFORMATION for SBPO1395**

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	



State of Idaho

**CHANGE ORDER - 02**  
**PLEASE DO NOT DUPLICATE THIS ORDER.**

**Change Order Summary**

**Purchase Order Number:** PADD16201018  
**Account Number:** AC-1  
**Revision Number:** 02  
**Change Order Date:** March 07, 2019  
**Service Start Date:** April 1, 2019  
**Service End Date:** March 31, 2021  
**Payment Method:** Invoice  
**Payment Terms:** NET30  
**Currency:** USD  
**FOB Instruction:** Destination  
**Attachment(s):** [ChangeLog.htm](#) :Purchase Order Change

**Supplier**

Cindy Freed  
 FISHER SCIENTIFIC COMPANY L.L.C.  
 2000 Park Lane  
 Pittsburgh, PA 15275  
**Phone:** 800-766-7000

**Fax:****Email:** cindy.freed@fishersci.com**Buyer Contact**

Chelsea Robillard  
 Tel:208-332-1607  
 Fax:208-327-7320  
 chelsea.Robillard@adm.idaho.gov

**Contract Number:****Bill To Address**

DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 304 N 8th Street Rm 403  
 PO Box 83720  
 Boise, Idaho 83720

**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

**Ship To Address**

DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 304 N 8th Street Rm 403  
 PO Box 83720  
 Boise, Idaho 83720

**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

**Instructions****NOTICE OF STATEWIDE CONTRACT (PADD) AWARD**

This Contract for is for Laboratory Equipment and Supplies pursuant to NASPO ValuePoint Master Price Agreement (State of Idaho Master Agreement). The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed

basis.

Contract Title: Laboratory Equipment and Supplies

Contract Usage Type:..Mandatory Use

Public Agency Clause: Yes

Contract Administration: Chelsea Cameron

---Phone Number: 208-332-1607

---Fax Number: 208-327-7320

---E-Mail: .chelsea.cameron@adm.idaho.gov

Fisher Contact:

Eric Van Denburg

Industry Director, Academic and Medical Research Fisher Scientific Thermo Fisher Scientific

300 Industry Drive | Pittsburgh, PA 15275

Mobile: (949) 842-9685

[eric.vandenburg@thermofisher.com](mailto:eric.vandenburg@thermofisher.com) | [www.fishersci.com](http://www.fishersci.com)

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Original Contract: \$7,500,000.00

Change Order 1: \$0 Administrative Change Order

Change Order 2: \$5,000,000.00

TOTAL CONTRACT: \$12,500,000.00

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
<b>Item Description</b>	2.00	0		ANN	2,500,000.00	\$5,000,000.00
#1						
Laboratory Equipment and Supplies; Band 1 Full Line Catalog						
<b>Delivery Date:</b>	April 29, 2016					
<b>Shipping Method:</b>	Delivery					

**Shipping Instructions:**

**Ship FOB:** Destination

**Attachment(s)**

**Special Instructions:**

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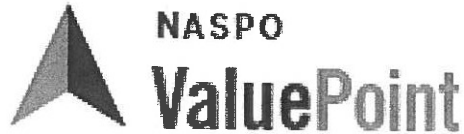
<b>Sub-Total (USD)</b>	\$5,000,000.00
<b>Estimated Tax (USD)</b>	\$0.00
<b>TOTAL: (USD)</b>	\$5,000,000.00

**Note:** If there is a  next to an item's unit price, that indicates that the price has been discounted.

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**Signature :** 

**Signed By :** Chelsea Robillard



**MASTER AGREEMENT  
MA16000234-1  
AMENDMENT 1**

**Laboratory Equipment and Supplies**

**PARTIES**

State of Idaho Division of Purchasing "DOP"  
In conjunction with NASPO ValuePoint

and


Fisher Scientific Company L.L.C. "Contractor"

**AGREEMENT**

1. **AMENDMENT.** This Contract Amendment No. 1 and the provisions hereof are hereby attached to and made part of the certain State of Idaho Contract for Idaho Division of Purchasing, MA16000234-1, Laboratory Equipment and Supplies. All terms, conditions, and prices contained in the Contract shall remain in full force and effect, except as expressly modified herein.

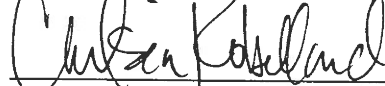
a. The Contract term shall be extended from April 1, 2019 – March 31, 2021.

Fisher Scientific Company L.L.C.

  
\_\_\_\_\_  
Gary M. Galluzzi, Vice President

1/7/2019  
Date

State of Idaho Division of Purchasing

  
\_\_\_\_\_  
Chelsea Robillard, Lead Purchasing Officer

1/8/19  
Date



State of Idaho

**CHANGE ORDER - 01****PLEASE DO NOT DUPLICATE THIS ORDER.****Change Order Summary**

**Purchase Order Number:** PADD16201018

**Account Number:** AC-1

**Revision Number:** 01

**Change Order Date:** April 28, 2016

**Service Start Date:** April 1, 2016

**Service End Date:** March 31, 2019

**Payment Method:** Invoice

**Payment Terms:** NET30

**Currency:** USD

**FOB Instruction:** Destination

**Attachment(s):** [Changelog.htm](#) :Purchase Order Change

**Supplier**

Cindy Freed  
 FISHER SCIENTIFIC COMPANY L.L.C.  
 2000 Park Lane  
 Pittsburgh, PA 15275  
**Phone:** 800-766-7000

**Fax:****Email:** cindy.freed@fishersci.com**Buyer Contact**

Chelsea Cameron  
 Tel:208-332-1607  
 Fax:208-327-7320  
 chelsea.cameron@adm.idaho.gov

**Contract Number:****Bill To Address**

DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 650 West State St Rm B-15  
 PO Box 83720  
 Boise, Idaho 83720  
**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

**Ship To Address**

DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 650 West State St Rm B-15  
 PO Box 83720  
 Boise, Idaho 83720  
**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

**Instructions****NOTICE OF STATEWIDE CONTRACT (PADD) AWARD**

This Contract for is for Laboratory Equipment and Supplies pursuant to NASPO ValuePoint Master Price Agreement (State of Idaho Master Agreement). The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.

Contract Title: Laboratory Equipment and Supplies

Contract Usage Type:...Mandatory Use

Public Agency Clause: Yes

Contract Administration: Chelsea Cameron

---Phone Number: 208-332-1607

---Fax Number: 208-327-7320

---E-Mail: .chelsea.cameron@adm.idaho.gov

Fisher Contact:

Eric Van Denburg

Industry Director, Academic and Medical Research Fisher Scientific Thermo Fisher Scientific

300 Industry Drive | Pittsburgh, PA 15275

Mobile: (949) 842-9685

[eric.vandenburg@thermofisher.com](mailto:eric.vandenburg@thermofisher.com) | [www.fishersci.com](http://www.fishersci.com)


**CONTRACTOR:** Ship to the FOB DESTINATION point and **BILL DIRECTLY** to the ORDERING AGENCY. **DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING.** Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

**QUANTITIES:** The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Original Contract: \$7,500,000.00

Change Order 1: \$0 Administrative Change Order

TOTAL CONTRACT: \$7,500,000.00

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
	3	0		ANN	\$2,500,000.00	\$7,500,000.00
<b>Item Description</b>	#1					
	Laboratory Equipment and Supplies; Band 1 Full Line Catalog					
						
<b>Delivery Date:</b>	April 29, 2016					
<b>Shipping Method:</b>	Delivery					
<b>Shipping Instructions:</b>						
<b>Ship FOB:</b>	Destination					
<b>Attachment(s)</b>						
<b>Special Instructions:</b>						

<b>Sub-Total (USD)</b>	\$7,500,000.00
<b>Estimated Tax (USD)</b>	\$0.00
<b>TOTAL: (USD)</b>	\$7,500,000.00

**Note:** If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature: 

Signed By :



State of Idaho

## Participating Addendum

### Change Order Summary

**Purchase Order Name:** Lab Equipment & Supplies - CC

**Purchase Order Number:** PADD16201018

**Contract Number:**

**Change Order Date:** April 28, 2016

**Service Start Date:** April 1, 2016

**Service End Date:** March 31, 2019

**Submitted By:** Chelsea Cameron

**Payment Method:** Invoice

**Payment Terms:** NET30

### Supplier

Cindy Freed  
FISHER SCIENTIFIC COMPANY L.L.C.  
2000 Park Lane  
Pittsburgh, PA 15275  
**Phone:** 800-766-7000

#### Fax:

**Email:** cindy.freed@fishersci.com

### Buyer Contact

Chelsea Cameron  
Tel:208-332-1607  
Fax:208-327-7320  
chelsea.cameron@adm.idaho.gov

### Bill To Address

DOP - Prog Mgr  
Dept of Administration  
Division of Purchasing  
650 West State St Rm B-15  
PO Box 83720  
Boise, Idaho 83720  
**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

### Ship To Address

DOP - Prog Mgr  
Dept of Administration  
Division of Purchasing  
650 West State St Rm B-15  
PO Box 83720  
Boise, Idaho 83720  
**Phone:** 208-332-1600  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

### Additional Information

#### Instructions

#### NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract for is for Laboratory Equipment and Supplies pursuant to NASPO ValuePoint Master Price Agreement (State of Idaho Master Agreement). The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.

Contract Title: Laboratory Equipment and Supplies

Contract Usage Type:..Mandatory Use

Public Agency Clause: Yes

Contract Administration: Chelsea Cameron

---Phone Number: 208-332-1607

---Fax Number: 208-327-7320

---E-Mail: .chelsea.cameron@adm.idaho.gov



**CONTRACTOR:** Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

**QUANTITIES:** The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
3	0	ANN		#1 Laboratory Equipment and Supplies; Band 1 Full Line Catalog		\$2,500,000.00	\$0.00	\$7,500,000.00



**Delivery Date:** April 4, 2016

**Shipping Method:** Delivery

**Shipping Instructions:**

**Ship FOB:** Destination

**Special Instructions:**

**Internal Comments:**

**TOTAL: (USD)** \$7,500,000.00

**Signature :** 

**Signed By :**

**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 Idaho Department of Administration Division of Purchasing  
(hereinafter "Participating State")

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 State of Idaho, 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.

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Ordering Entity will issue individual releases (orders) against this PADD on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

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 PADD:

3.1 Assignment: No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State (Idaho Code Section 67-5726(1)).

3.2 Amendments: Amendments to the Master Agreement will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within 10 calendar days of the date of the amendment, in order to be effective.

3.3 **Governing Law:** Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect.

3.4 **Administrative Fee and Quarterly Usage Report:**

The prices to be paid by the Ordering Entities shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract catalog sales.

*For Example: If the total of your net catalog sales to Ordering Entities for one quarter = \$10,000, you would remit  $\$10,000 \times 0.0125 = \$125$  to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor will furnish detailed usage reports as designated by the State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at <http://purchasing.idaho.gov/form2.html>. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters):	Fee and Report Due:
1 <sup>st</sup> Quarter July 1 - Sept 30	October 31st
2 <sup>nd</sup> Quarter Oct 1 - Dec 31	January 31st
3 <sup>rd</sup> Quarter Jan 1 - Mar 31	April 30 <sup>th</sup>
4 <sup>th</sup> Quarter Apr 1 - Jun 30	July 31 <sup>st</sup>

E-mail your completed Quarterly Summary Usage Reports to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

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	949-842-9865
Fax	949-858-8782
E-mail	Eric.vandenburg@thermofisher.com



Participating State

Name	Chelsea Cameron, Division of Purchasing
Address	650 W. State Street, Boise ID 83720
Telephone	208-332-1607
Fax	208-327-7320
E-mail	<a href="mailto:chelsea.cameron@adm.idaho.gov">chelsea.cameron@adm.idaho.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 state of Idaho must include the Participating State contract number as well as the Lead State Master Agreement No.

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: State of Idaho	Contractor: Fisher Scientific Company, LLC
By: 	By: 
Name: Chelsea Cameron	Name: Gary M. Galluzzi
Title: Purchasing Officer	Title: Vice President
Date: 04/04/2016	Date: 4/4/2016