



State of Indiana
Quantity Purchase Agreement (QPA) for Laboratory Equipment and Supplies
Addendum
Contract #000000000000000000098008

This Addendum is entered into by and between INDIANA DEPARTMENT OF ADMINISTRATION (the "State") and the entity designated as the "Contractor" below. In consideration of those mutual undertakings and covenants, the parties agree as follows:

The purposes of this Addendum are to:

1. Modify, delete, or amend certain terms and conditions set forth in the attached MASTER AGREEMENT, State of Idaho Contract MA2024001, as amended by MASTER AGREEMENT MA2024001 AMENDMENT 1 (as may be further amended, supplemented, or otherwise modified from time to time, the "Master Agreement"), and.
2. Enable the State of Indiana to utilize the NASPO ValuePoint™ Contract for Laboratory Equipment and Supplies, MASTER AGREEMENT, State of Idaho Contract MA2024001.

This Addendum, the Participating Addendum Number MA202401 for Laboratory Equipment and Supplies between The State of Indiana and Fisher Scientific ("Participating Addendum"), and the Master Agreement are incorporated into each other and, when read together, shall constitute one integrated document (this "Contract"). Any inconsistency, conflict, or ambiguity between this Addendum, the Participating Addendum, and the Master Agreement shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: Fisher Scientific Company, L.L.C.

Contractor Address: 300 Industry Drive Pittsburgh, PA 15275

Master Agreement: MASTER AGREEMENT, State of Idaho Contract MA2024001, as amended by MASTER AGREEMENT MA2024001 AMENDMENT 1, with its associated appendices A and B: (as may be further amended, supplemented, or otherwise modified from time to time, collectively, the "Master Agreement")

Any inconsistency or ambiguity in terms among the documents forming this Contract shall be resolved by giving precedence to the documents in the following order, all attached hereto and incorporated herein:

- A. Addendum
- B. The Participating Addendum
- C. Master Agreement:

Appendix A- Scope Of Work

Appendix B - Online Catalog Link, High Volume Item Discounts, and Category Discount

1. By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:
 - A. Any provision requiring the State of Indiana to provide insurance
 - B. Any provision requiring the State of Indiana to provide indemnity
 - C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
 - D. Any provision providing that suit be brought in any state other than Indiana
 - E. Any provision providing for resolution of contract disputes
 - F. Any provision requiring the State of Indiana to pay any taxes



- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
- H. Any provision modifying the applicable Indiana statute of limitations
- I. Any provision relating to the time within which a claim must be made.
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC § 4-13-2-20
- K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC § 5-14-3. This is a Public Contract and will be posted on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2;
- L. Any provision requiring payment in less than 35 days
- M. Any provision providing for automatic renewal
- N. Any provision giving the Form Contract precedence over this Addendum

2. Form Contract/Duties of Contractor. The Indiana Department of Administration on behalf of All State Entities, herein referred to as "State," is establishing a quantity purchase agreement (QPA) Laboratory Equipment Supplies.

The Contractor shall provide Laboratory Equipment Supplies which are further described in the Form Contract, attached hereto and incorporated herein.

3. Entities Eligible to Utilize Contract

A. State Agency

As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative department of state government.

B. K-12Indiana

The Contractor shall extend the pricing and services under this Contract to all K-12 entities and work with Educational Service Centers (ESC) to provide access and the means to make purchases through the K-12Indiana purchasing portal which can be accessed at K12Indiana.com.

C. LibraryIndiana

The Contractor shall extend the pricing and services under this Contract to all Indiana Libraries and work with the State to provide access and the means to make purchases through the LibraryIndiana purchasing portal which can be accessed at LibraryIndiana.com.

D. Extension of Other Governmental Entities

The Contractor shall extend the pricing and services under this Contract to all other governmental entities within the State of Indiana ("Governmental Entities"). Other Governmental Entities are defined as: An agency, board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch, (2) The legislative branch, (3) A political subdivision (includes towns, cities, local governments, etc.), (4) A State educational institution, and (5) A body corporate and politic.

Unless otherwise specified within this Contract, the term "Ordering Agency" shall refer to entities/procurement initiatives A-D as set forth herein, Entities Eligible to Utilize Contract. Ordering and/or usage instructions exclusive to State Agencies or Governmental Entities shall be identified within each article.

4. Term. This Contract begins on July 1, 2026 and ends February 28, 2029.

5. Consideration.

Purchases under this Contract will be made at the discretion of Ordering Agencies (as defined in Section 3.D). The Contractor agrees that all prices are inclusive of any fees (including but not limited to, shipping as identified in the Master Agreement, handling, and/or labor fees required to provide delivery of commodities or completion of

services to all State locations), unless specifically approved in writing by the State. Notwithstanding the foregoing, should the Participating Entity request expedited shipment or "white glove," additional charges may apply.

Contractor understands and agrees that this Contract does not guarantee the Contractor a minimum quantity of orders or remuneration amount. Payment shall be made to the Contractor by the Ordering Agency in accordance with Section 37 – Payments and all other applicable provisions of this Contract.

The Contractor understands and agrees that the State shall not accept any responsibility for purchase orders issued by Other Governmental Entities, as defined in Section 3.D, above.

The total number and quantity of purchases made by eligible purchasing entities cannot be determined in advance, therefore this Contract does not have a total remuneration amount.

6. Access to Records. [Modified] The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. The disclosure of information to an external third party auditor shall also be subject to them agreeing to reasonable obligations of confidentiality with Contractor. Copies shall be furnished at no cost to the State if requested.

7. Assignment; Successors.

- A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
- B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

8. Assignment of Antitrust Claims. [Modified] The Contractor's obligations for the assignment of antitrust rights is set forth at XIV. General Provisions, Section 14.13 of the Master Agreement.

9. Audits. [Modified] The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, et seq., and audit guidelines specified by the State in addition to the Contractor's obligations set forth at XIV. General Provisions, Section 14.1 of the Master Agreement.

10. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

11. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

12. Compliance with Laws.

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, et seq., IC § 4-2-7, et seq. and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired**

knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

A. the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

- i. IC § 24-4.7 [Telephone Solicitation Of Consumers];
- ii. IC § 24-5-12 [Telephone Solicitations]; or
- iii. IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

B. the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

A. has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

- B. will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

13. Condition of Payment. [Reserved]

- 14. Confidentiality of State Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

15. Continuity of Services. [Reserved]

16. Debarment and Suspension. [Modified]

- A. The Contractor certifies by entering into this Contract that, neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall promptly notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract; provided, however, that nothing herein shall require the disclosure of information protected by attorney-client privilege, attorney work product doctrine, or other applicable legal privileges.

- 17. Default by State.** If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

18. Disputes.

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner

and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

19. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

20. Employment Eligibility Verification. As a condition precedent to entering this contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Contractor swears or affirms under the penalties of perjury that

the Contractor has not knowingly employed, and will not knowingly employ, an unauthorized alien. The Contractor further affirms that:

- A. The Contractor has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Contractor has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Contractor subsequently learned or learns is an unauthorized alien.
- C. The Contractor has required and shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate this agreement for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

21. Employment Option. [Reserved]

22. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

23. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

24. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

25. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

26. Indemnification. [Modified] The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

Contractor's obligations regarding intellectual property indemnification are set forth at XII. Indemnification, Section 12.2 of the Master Agreement..

27. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and Contractor

shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance. Deleted as inapplicable to this contract.

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/policies-procedures-and-standards/> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance. [Modified]

- A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:
1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$4,000,000 per occurrence unless additional coverage is required by the State. The State is to be included as an additional insured on a primary, non-contributory basis for any liability arising directly under or in connection with this Contract. **[Modified]**
 2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$2,000,000 per occurrence. The State is to be included as an additional insured on a primary, non-contributory basis. **[Modified]**
 3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
 4. Fiduciary liability. **[Reserved]**
 5. Valuable Papers coverage. **[Reserved]**
 6. Surety or Fidelity Bond(s) if required by statute or by the agency.
 7. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, Contractor shall maintain insurance coverage that applies to claims arising in any jurisdiction in which services are performed under this Contract, to the extent required by applicable law. **[Modified]**

- B. The Contractor's insurance coverage must meet the following additional requirements:
1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
 3. To the extent an indemnity obligation is owed, the State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract. **[Modified]**
 4. Contractor shall provide the State with thirty (30) days' prior written notice in the event any policies required in this Contract are canceled or materially modified. **[Modified]**
 5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana. However, in no event shall this waiver extend to the negligence or willful misconduct of the State of Indiana. **[Modified]**

- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

29. Key Person(s).

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are **NONE**.

- 30. Licensing Standards.** The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State promptly and the State, at its option, may immediately terminate this Contract.

- 31. Merger & Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance. [Reserved]

33. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

- A. The Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.
- B. Contractor covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

IDOA Vendor Management
Indiana Department of Administration
402 West Washington Street, W468
Indianapolis, IN 46204
E-mail: Vendormanagement@idoa.IN.gov

B. Notices to the Contractor shall be sent to:

Fisher Scientific Company, LLC
300 Industry Dr. Pittsburgh, PA 15275
Attn: Lonnie Davis, Lonnie.davis@thermofisher.com

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana State Comptroller.

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Addendum, (2) the Participating Addendum (3) the Master Agreement, (4) Appendices A and B, attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

- A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana State Comptroller. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.
- B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- 39. Progress Reports.** The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.
- 40. Public Record.** The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2 Use by the public of the information contained in this Contract shall not be considered an act of the State.
- 41. Renewal Option.** Deleted as inapplicable.
- 42. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
- 43. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.
- 44. Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.
- 45. Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration (IDOA) and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.
- 46. Termination for Default**
 - A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract.
 - B. As stated in XIV. Section 14.8.3, if Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Contract and the State shall have the right to exercise any or all of the following remedies:
 1. Any remedy provided by law;
 2. Termination of this Contract and any related Contracts or portions thereof;
 3. Assessment of liquidated damages as follows:



For commodity supplies: \$500/day

For specialized laboratory equipment: \$1,000/day

4. Suspension of Contractor from being able to respond to future bid solicitations;
5. Suspension of Contractor's performance; and
6. Withholding of payment until the default is remedied. .

C. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50.State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the most current *State of Indiana SCM Template*) in any way except as follows:

- 6.Access to Records-Modified
- 8.Assignment of Antitrust Claims-Modified
9. Audits-Modified
- 13.Conditon of payment -Reserved
15. Continuity of Services -Reserved
16. Debarment and Suspension -Modified
21. Employment Option -Reserved
26. Indemnification -Modified
28. Insurance -Modified
32. Minority and Women's Business Enterprises Compliances -Reserved

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

<https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

FISHER SCIENTIFIC CO, LLC

By: 
221085B92147448...

INDIANA DEPARTMENT OF ADMINISTRATION

By: -00061
A30AC56668964C8...

Title: Vice President, Academic and Government Title: Director of Vendor Management

Date: 6/16/2026 | 14:19 GMT

Date: 6/16/2026 | 10:28 EDT

Electronically Approved by: Department of Administration By: _____ (for) Brandon Clifton, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Chad Ranney, State Budget Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

**Participating Addendum Number MA202401
for
Laboratory Equipment and Supplies
between
The State of Indiana
and
Fisher Scientific**

This Participating Addendum is entered into by The State Indiana ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number MA202401, executed by Contractor and the State of Idaho ("Lead State") for Laboratory Equipment and supplies ("Master Agreement"):

Fisher Scientific ("Contractor")
300 Industry Drive Pittsburgh, PA 15275

PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:
Lonnie Davis
Industry Director, Government
Lonnie.davis@thermofisher.com
706-951-8257

Participating Entity's contact for this Participating Addendum is:
State of Indiana
Vendormanagement@idoa.IN.gov

- I. TERM.** This Participating Addendum is effective as of the date of the last signature below, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- II. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all State agencies, institutions of higher education, cities, counties, districts, K-12 Indiana, Library Indiana and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- III. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- IV. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
 - a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

**PARTICIPATING ADDENDUM NUMBER MA202401 FOR
Laboratory Equipment and Supplies**

Between **State Of Indiana** and
Fisher Scientific

c. Contractor Partners. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor’s NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor’s subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment’s effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor’s participating addenda with other participating entities or Contractor’s Master Agreement with the Lead State.

V. ORDERS. Purchasing Entities may place orders under this Participating Addendum by purchase order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VI. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

A. Quarterly Business Reviews (QBR)

The State and the Contractor shall agree upon the reporting model during the first 60 days of contract implementation. The model shall be evaluated and re-established as needed by the IDOA Vendor Manager. The State may request that the Contractor include, but is not limited to, Service Level Agreements, Key Performance Indicator (KPI), Performance Metrics, Transaction Usage, Product Substitutions, Pricing Audit Report, K12 usage, additional reporting fields over the life of the Contract. The Contractor shall be responsible for presenting the agreed upon reporting model to the State at the Quarterly Business Review (QBR), as well as, anytime upon the State’s request. The Contractor shall work with the State IDOA Vendor Manager to develop a Savings Model that reflects the actual savings over the life of the Contract. The Contractor shall report on the Savings Model at each QBR and shall provide updates upon request.

B. Administrative Fee

Base Administrative Fee	1%
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Administrative Fee Requirement The Contractor acknowledges that future purchases will be made under this Contract. Accordingly, the Contractor shall remit to the State an

**PARTICIPATING ADDENDUM NUMBER MA202401 FOR
Laboratory Equipment and Supplies**

Between **State Of Indiana** and
Fisher Scientific

administrative fee in accordance with the provisions set forth in Clause VII B. of the Form Contract.

Fee Calculation Exclusions The administrative fee shall not be calculated on payments related to shipping and handling, sales tax, or integrator fees.

Disbursement of Administrative Fee The administrative fee shall be paid quarterly in a single disbursement. The payment shall be made via check and must be accompanied by a report detailing the fee calculation methodology and supporting documentation. Payment of the administrative fee shall be delivered within forty-five (45) calendar days after the end of each quarterly period.

Administrative Fee Quarter	Timeline (Fiscal Year)	Fee Due
1 st Quarter	July 1-September 30	November 14
2 nd Quarter	October 1-December 31	February 14
3 rd Quarter	January 1-March 31	May 15
4 th Quarter	April 1-June 30	August 14

Administrative Fee Period and Contract Termination

The administrative fee period shall terminate upon the expiration of the Contract and may only be extended through a written agreement signed by both parties.

If the Contract is terminated by the State due to default, the Contractor shall remain obligated to remit administrative fees accrued during the current contract year.

If the Contract is terminated for convenience by the State, the State shall forfeit any administrative fees accrued during the current contract year.

- XXIV. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- XXV. INFORMATION TECHNOLOGY STANDARDS.** Noted in Section 29 of Form Contract.
- XXVI. ATTACHMENTS.** This Participating Addendum includes the following attachments: N/A
- XXVII. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:
Lonnie Davis
Industry Director, Government
706-951-8257

State of Indiana
Vendormanagement@idoa.IN.gov

For Participating Entity:

**PARTICIPATING ADDENDUM NUMBER MA202401 FOR
Laboratory Equipment and Supplies**

Between **State Of Indiana** and
Fisher Scientific

- XXVIII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.



MASTER AGREEMENT

State of Idaho Contract MA2024001

Parties

Department of Administration, Division of Purchasing		Fisher Scientific Company, LLC	
Division of Purchasing 650 W. State St., Room 100 Boise, ID 83720-0075		Fisher Scientific Company, LLC 300 Industry Drive Pittsburg, PA 15275	

Contract Summary

Contract Number MA2024001 Contract Title: Laboratory Equipment and Suppliers Contract Effective: December 1, 2023	Service Start Date: March 1, 2024 Service End Date: February 28, 2029
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Recitals

1. This Master Agreement number MA2024001 for Laboratory Equipment and Supplies, Band 1 Full-Line Catalog ("the Master Agreement") is awarded in collaboration with NASPO ValuePoint by and through the Department of Administration, Division of Purchasing pursuant to state of Idaho solicitation number RFP20232032 ("the Solicitation").
2. The Contract is issued under the authority provided in the State Procurement Act, title 67, chapter 92, Idaho Code.
3. Fisher Scientific Company, LLC ("Contractor") agrees to provide Property as detailed herein.

Agreement

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead **State**.
- 1.8 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for five (5) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating

Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offerer's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master

Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed through the end of the 2024 calendar year.
 - 6.1.2** Contractor may request a price increase no more than once per Contract year by submitting a request to the State at least thirty (30) days prior to the end of the then current term. Price increases must be calculated from the published price list and may only be requested in accordance with changes made by the manufacturer or distributor in their established, nationally distributed price list or published catalog. The Lead State reserves the right to accept or reject any proposed price increase. A price increase will not be effective until approved, in writing, by the Lead State.
 - 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
 - 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the goods are delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

- 7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- 7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
 - 7.6.1 The services or supplies being delivered;
 - 7.6.2 A shipping address and other delivery requirements, if any;
 - 7.6.3 A billing address;
 - 7.6.4 Purchasing Entity contact information;
 - 7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6 A not-to-exceed total for the products or services being ordered; and
 - 7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 **Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 **Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
 - 8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

- 8.3 Inside Deliveries.** Delivery is FOB Destination, inside delivery, to the Purchasing Entity's specified address unless otherwise agreed to by Purchasing Entity. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned

pursuant to the section.

- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of .Q.D.e. year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Purchasing Entity's remedy under Section 10.3 shall be limited to repair, replacement, or refund detailed above.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon delivery, as set forth in Section IX.
- 10.6** Contractor hereby disclaims all other warranties, conditions, or guarantees with respect to the subject matter of this agreement, whether statutory, written, oral, express, or implied including, without limitation, any warranty of merchantability, suitability, or fitness for a particular purpose.
- 10.7** To the extent permitted by law, Contractor's cumulative liability to any Purchasing Entity for any loss or damage resulting from any claim, demand, or action under this Agreement shall be limited to the greater of (a) the amount paid by Purchasing Entity to Contractor in the twelve months preceding the claim; or (b) one million dollars (\$1,000,000.00). The foregoing limitation of liability shall not apply to claims that are subject to this Master Agreement's general indemnification and intellectual property indemnification obligations.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"), to the extent necessary to use the Product. The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any the act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement except to the extent that such claims, damages or causes of action are a result of the negligence or willful misconduct of NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, or their officers or employees..
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for

any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any

such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 **Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 **Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 **Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or

in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

- 14.8.1.1** Nonperformance of contractual requirements;
- 14.8.1.2** A material breach of any term or condition of this Master Agreement;
- 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
- 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- 14.8.1.5** Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- 14.8.3.1** Any remedy provided by law;
- 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
- 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
- 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
- 14.8.3.5** Suspension of Contractor's performance; and
- 14.8.3.6** Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an

Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

- 14.9 Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.
- 14.10 Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.
- 14.11 No Waiver of Sovereign Immunity**
- 14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- 14.12 Governing Law and Venue**
- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the **RFP**, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- 14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

Signatures

Division of Purchasing

Fisher Scientific Company, LLC

Digitally signed by Robert L. Morlan
Modao
Date: 2024.02.13 15:42:11 -0500

Signature: _____

Name: Bob Morlan

Title: Purchasing Supervisor

Date: 2/13/2024

Digitally signed by Jill Jones
GxPdocument
Date: Feb 13, 2024 13:21 EST

Signature: _____

Name: Jill Jones

Title: Vice President Academic and Government

Date: 13-Feb-2024

Attachments

- Appendix A- Scope of Work
- Appendix B- Cost/Category Discounts

Appendix B- Cost/Category Discounts

High Volume State and Local Government Item Discounts

*All pricing subject to a Gross Margin Minimum (GMM) of 15%

Part Number	Part Description	% off List Price
19222973	X3PRO18/4.5/UNIVEBSS/PAKTRAC	22.2%
19222970	X3PRO18/4.5/UNIVEBSS/PAKTRAC	22.2%
17103500	X3PRO18/4.5/NO EBSS/PAKTRAC	22.2%
01919157	ANALYTICAL BALANCE XPR204	27.7%
19003264B	CYLIND W/VLV CARBN 4500P 45MIN	22.2%
A9554	ACETONITRILE LC/MS OPTIMA 4L	32.5%
23046614	HIV1/2 AGAB COMBO TST KT 25/PK	19.0%
19149863B	EXAMGLV NITR 9.5 SZ M 100EA/PK	47.7%
0268396	VAC PLS SST RED/GRY8.5MLC/PKRX	15.7%
BNX195000	BINAXNOW COV AG CARD KT40TPKTS	19.0%
A509P212	NITRIC ACID TRACE MTL 2.5L	43.5%
02685103	VAC SOD FLRD GRY 100/PK RX	15.7%
A4564	METHANOL LC/MS OPTIMA 4L	62.1%
09927846	POLYDISC GW 0.45UM 50/PK	22.7%
09873DD	GLS FIBR FILT PPR 47MM 100/PK	22.7%
MRCF0R100	DNA FAST FLOW - 100 PK	7.7%
17103425	45MIN CYLINDER SNAPCHG 4500 1EA	22.2%
148291D	SYR INSLN 27GX5/8 1CC C/PK RX	20.5%
HAWG047S6	HAWG S-PAK MEMBRANE 600/PKHAW	22.7%
A4672	NITRIC ACID OPTIMA 2L	43.5%
15081123	USB THERM W/BOTTLE PROBE	28.5%
06666A	KIMWIPE SML 4-1/2X8-1/2 286/PK	36.3%
501078170	2025I-AV PARITSOL PLUS SAMPLER	15.2%
19149863A	EXAMGLV NITR 9.5 SZ S 100EA/PK	47.7%
L270309B	RPR ANTIGEN 3ML MRCFR 10/PK RX	19.0%
TSX40086A	ULT FZ TSX40086A 115V/60HZ	22.0%
22387031	DEEPWELL 96 PLATE PS V 50/PK	18.9%
01919010	XPR504S EXCELLENCE BALANCE	23.9%
401001000	STEAMSCRUBBER UC 115V 1P	28.7%
01919012	XPR303S EXCELLENCE BALANCE	25.7%
TSX50086A	ULT FZ TSX50086A 115V/60HZ	22.0%
02682258	10 ART HINGE RACK 960/PK10 AR	40.8%

Appendix B- Cost/Category Discounts

TSX60086A	ULT FZ TSX60086A 115V/60HZ	22.0%
19100851	AV-3000 HT KEVLAR W/O BRCKTS M	24.0%
13990266	GEN LAB FREEZER -30C 4.9FT3	30.3%
PR505755R	THERMO 20CUFT BOD INC 815 120V	24.1%
3950	LG CAP ADV CO2 INC 29 CU FT	24.1%
3720A	ISOTEMP20CUFT BOD INCUBTR 120V	24.1%
0435558	CDIHL STR IPA 16OZ TRG 12CS	22.3%
B220529	UVT 3ML W/FLCK MIN TP 50/PK	17.7%

191301597C	FB NITRILE GLV PF LF M 100/PK	47.7%
A9964	ACETONITRILE OPTIMA GRADE 4L	32.5%
19149863C	EXAMGLV NITR 9.5 SZ L 100EA/PK	47.7%
05412503	THERMOMIXER C ENA	24.1%
19268006	TR-600-ECK EASY CLEAN PAPR KIT	24.0%
23285052	ARM-D BETA-LACT RUO MIX 100T	8.4%
W64	WATER LC/MS OPTIMA 4L	41.6%
19824452	45MIN CYLNDER SNAPCHG 4500 1EA	22.2%
05413954	EPDUALFILTER50-1000UL PCRST960	30.2%
MHA000P2F	M-FECAL COLIFORM 50/PK	18.7%
0666611D	KAYDRY EX-L 3-PLY 12X12 100/PK	36.3%
15655118	MULTISIZER 4E COULTER COUNTER	22.1%
TSX2320FA	TSX FRZ MANUAL 23CF 120V/60HZ	30.3%
13642265	ORION IONPLUS FLUORIDE ELE	25.3%
0973568	FLTR DBLEWEIGH PROWEIGH 100/PK	22.7%
SB1074	BUFFER CLRD YEL PH 7.00 4L	33.7%
1484133	INS SYR 1 29GX1/2IN 100PK RX	18.7%
22130021	SPC BG 95KPA W/ ZORB PD 100 CS	34.9%
SEBAP4BBF1	SEBAP4B BF BINOC 16MP LCD MICR	-1.8%
TSX2305PA	TSX REF PHARM 23CF 120V/60HZ	30.3%
SB10720	BUFFER COLORED YEL PH 7 20L	33.7%
19041171C	NITRILE 3M PF TEX MD 200PK	47.7%
01919129	ANALYTICAL BALANCE XPR305D5	26.0%
01919047	XSR4002S EXCELLENCE BALANCE	25.7%
13100675	ACCUSPIN MICRO 17 W STD RTR	24.0%
0553841C	CENT TUBE DSP PLN 10ML 125/CS	34.8%
SB11520	BUFFER COLORED BLUE PH 10 20L	33.7%
TSX2330FA	TSX FRZ LAB 23CF 120V/60HZ	30.3%
GWSC04550	CAPSULES 0.45UM PORE 50/PK	22.7%
HAWP04700	FLT MCE.45UM WH PL 47MM 100/PK	22.7%
TSX2305GA	TSX REF GLASS 23CF 120V/60HZ	30.3%
10451033	CARTRIDGE FOR GENPURE LABTOWER	20.4%
STE4022009	FISHERBRAND AUTOCLAVE 40L	19.9%

Appendix B- Cost/Category Discounts

05405369	SP ANA.R-6V300I-300PWBFB308	18.5%
D1514	METHYLENE CHLORIDE OPTIMA 4L	60.0%
2123628	DNA AWAY SURFACE DECONTAMINANT	24.1%
19222982	X3PRO18/4.5/UNIVEBSS/PAKTRAC	22.2%
13864455	5425 KE 24X2ML QL-AT RTR 120V	24.0%
TSX3005GA	TSX REF GLASS 30CF 120V/60HZ	30.3%
B442817	BD MAX EXK DNA1 EX RG 24/PK	9.9%
05719149C	BTL HDPE 16OZ WM PCK CERT 24CS	32.1%
033753A	TARGET POLY INSERT 100/PK	33.1%
0540341	EPTIPS RELOADS 200UL 960/PK	40.0%
EFHAW10MSMI	EZ-FIT 0 455M MCE WHI 100 ML	20.9%

1523561	WYPALL X60 TERI WIPERS 100/PK	36.3%
191301597B	FB NITRILE GLV PF LF S 100/PK	47.7%
191301597D	FB NITRILE GLV PF LF L 100/PK	47.7%
09873H	GLS FIBR FILT PPR 11CM 100/PK	22.7%
19041171B	NITRILE 3M PF TEX SM 200PK	47.7%
0121522A	VL STD RNG COD 20-900MG 50/PK	19.8%
09682720	EVIDENCE DRYING CABINET 115V	36.6%
08757100D	PETRI DISHES 100X15MM 500/CS	59.8%
23999105	SURE CK HIV 1/2 ASSAY 25/PK RX	17.3%
13643500	ELECTRODE AMMONIA W/ BNC	25.3%
TSX5005GA	TSX REF GLASS 50 CF 120V/60HZ	30.3%
22387033	FLEX 24 TIP COMB PLATE 50/PK	18.9%
23043200	IMMUNOCARD STAT EHEC 30TEST/EA	19.0%
01913939	MS4002TS	25.7%
19048133	STERLING 9.5 EXAM GLV MD 200PK	47.7%
1495949D	TUBE CONIC 15ML WRACK 500CS	34.8%
13641981	ELECTRODE ROSS ULTRA TRIODE	25.8%
09873G	GLS FIBR FILT PPR 9CM 100/PK	22.7%
05403116	EPPNDRF TIP BLK 0.5-10ML 200PK	40.0%
23044894	PREMIER EHEC 96 TESTS/EA	19.0%
TSX3020FA	TSX FRZ MANUAL 30CF 120V/60HZ	30.3%
22387034	DEEPWELL 24 PLATE 50/PK	18.9%
FBG30RPGA	FBG REF 30 PNT GLASS 115V/60HZ	30.3%
05413952	EPDUALFILTER 2-200UL PCRST 960	30.2%
0987471	GLS FBR PPR GFF 4.7CM 100/PK	22.7%
05713404A	PURADISC PP 0.45U 1000/PK	24.4%
23900553	SHIGA TOXN QIKCHEK STEC 25PKRX	19.0%
10030209	PARAMOUNT 4 32 INSIDE 115V	19.1%
B4294	N-BUTYL CHLORIDE HPLC 4L	21.4%
M00PMCB24	M-COLIBLUE 2ML 50/PK	14.3%

Appendix B- Cost/Category Discounts

05719149D	BTL HDPE 32OZ WM PCK CERT 12CS	32.1%
304611101	6FT AXIOM C1 10 OPS/BS 115V US	19.1%
13642250	ORION LOW MAINT TRIODE PH/ATC	25.3%
120012	SELF CONTED GLASSAMPOULE 50/PK	19.9%
19149864B	EXAMGLV NITR 12IN SZ M 50EAPK	47.7%
SB1014	BUFFER COLRD RED PH 4.00 4L	33.7%
SB10120	BUFFER COLORED RED PH 4 20L	33.7%
05721110	NALGE 1L NAT W/M BPC 50/CS	32.1%
055691	CENTRIFUGE TBE 5ML DSP 125/CS	34.8%
TSX1230FA	TSX FRZ LAB 12CF 120V/60HZ	30.3%
1030430	XVS 4 WIDE EXTRA HEIGHT	19.1%
1495949A	TUBE CONIC 50ML WRACK 500CS	34.8%
09924451	GLASS MF FLTR 47MM 100/PK	22.7%
0181225B	HEAT SEALAB POU 9.5X16 20/PK	33.1%

B256066	VERITOR PLUS ANALYZER RX	19.3%
D1544	METHYLENE CHLDE GC RESOLV 4L	60.0%
13876704	2540EAP ELECTRONIC STERILIZER	19.9%
13864310	5920R CELL HARVEST PACK 120 V	15.9%
06666C	KIMWIPE EX-L 15INX17IN 140PK	36.3%
411101000	FLASKSCRUBBER UC WIN 115V 1P	28.7%
02685A	VAC TUBE RED 10ML 100/PK RX	15.7%
TSX3030FA	TSX FRZ LAB 30CF 120V/60HZ	28.6%
05413943	EPDUALFILTER 2-100UL PCRST 960	30.2%
14950524	HYDROGEN GENERATOR	17.2%
SB1154	BUFFER COLRD BLUE PH 10 4L	33.7%
1420632	VERSI-DRY SOAKER 18X20 350/CS	37.4%
12460451	DISPOSABLE SCALPELS 10 10PK	35.8%
02686202B	DILU-LOK PHOS BFR WM99ML 50/CS	6.1%
22023823	STCKBL SRP CTNR SM1.0QT 72/CS	36.9%
13641874	TISAB III CONC 1 PINT	25.3%
0973556	FLTR PROWEIGH FOR TSS 100/PK	22.7%
1496226G	CUL TUBE BOR SC 16X125 1000/CS	36.8%
AB5000	AUTOMATED PLATE HEAT SEALER	17.2%
19048132	STERLING 9.5 EXAM GLV SM 200PK	47.7%
TSX505SA	TSX UC SOLID DOOR REF 5-15P	30.3%
08757100B	PETRI DISH 60X15MM 500/CS	59.8%
21402482	ART 10RE LR ADV ST CLR 960/PK	30.2%
B260683	GASPACK EZ ANAEROBE POUCH 20PK	29.8%
BB20909	LOWENSTEIN-JENSEN M SLT 100/PK	14.3%
E6311000010	MASTERCYCLER X50S SILVER	10.5%
1050510	MUFFLE FURNACE 240V 50/60HZ	27.6%

Appendix B- Cost/Category Discounts

S2HVU01RE	STERICUPHV150MLDURAPOREPVDPK12	20.4%
S415212	SOD SUL ACS ANHY GRNLR 10/60MS	48.3%
01919002	XPR32001L EXCELLENCE BALANCE	23.9%
0553855	50MLTBE PP\PLGSL\GRD\S 500CS	34.8%
19175703	RIIDEYE X-GN PRTBL SPCTRSCPC	5.4%
23038020	SURE-VUE RPR 30 WLL 5000/PK RX	19.0%
R21256	PHOSPHATE BUFFER M/15 PH 10/PK	1.2%
1420662	FSHRBRND UNDERPAD 20X24 50/PK	37.4%
FBG25FSSA	FBG FRZ 25 PNT SST 115V/60HZ	30.3%
14245151	FINNTIP 0.5-2505LREFIL KT 1/CS	40.0%
1367820B	PIPET DISP 5 3/4 IN 1440/CS	47.2%
09916A	AUTOVIAL PVDF 0.45UM 50/PK	24.4%
LMC4PH18	L4000 MICROSCOPE TRINOC PH	0.0%
089275D	SCALPEL DISPOSABLE NO21 20/PK	35.8%
P410500	POTASSIUM IODIDE CERT ACS 500G	37.6%
0666611	KAYDRY EX-L 2-PLY 15X17 92/PK	36.3%
TSCIR35	PRECISION 35L CIRCULATING BATH	22.6%

13989128	FRZ 1CU FT CHST -80C 115V ELT	20.3%
13642263	ORION AMMONIA ELECT BNC	25.3%
A82300001A	EXCELSIORAS W/LINE CONDITIONER	18.9%
PRAS6000	MAXWELL R CSC INSTRUMENT	9.9%
03377B	VIAL ID DP TARGT CLR 100/PK	33.1%
A4544	METHANOL OPTIMA GRADE 4L	62.1%
1523579	WYPALL TERITWLS POPUP 1260/CS	36.3%
0353052	MULTI-PURP BIO-MAILER 8/PK	28.5%
13890054	3870HSG-WS 220-240V 3-PHASE	18.1%
15398551	TOTAL CHLORINE REAGENT SET	21.6%
1420638	SUPER VERSI-DRY 18X20 350/CS	37.4%
13641883	AMMONIA PH ADJUSTING ISA	25.3%
23900526	SURE-VUE HCG URINE 30/PK RX	29.7%
A61100	L-ASCORBIC ACID CRY ACS 100G	21.4%
064231	MEMBRANE ASSY F/3915C 200/CS	17.2%
A467500	NITRIC ACID OPTIMA 500ML	43.5%
H3064	N-HEXANE OPTIMA 4L	51.9%
0992741B	SYR FLT 25MM .45UM GMF 150/PK	24.4%
1255015	SLIDE SUPERFR 25X75MM 144/PK	51.0%
13643201	ELECTRODE ROSS ULTRA TRIODE	25.8%
A508P212	HYDROCHLOR ACID TRACE MTL 2.5L	43.5%
13297200	POLYSEED CAPSULES 50/PK	21.6%
1495935A	TUBE CULT DISP 16X125MM M/CS	36.8%
BP2818500	MOLECULAR BIOLOGY GRADE ETHANO	33.6%

Appendix B- Cost/Category Discounts

A9984	ACETONITRILE HPLC GRADE 4L	32.5%
09719555	FB S-PAK MEMBRANE 47MM 600/PK	22.7%
86705	TISAB II 20 L	33.7%
1420630	VI-DRY BNCH PROT 20X300 2/CS	37.4%
111002743	PARKER H2PEM HYDROGEN GENERATO	17.0%
05719145	BOTTLE POLY CYL 16OZ 24/CS	32.1%
06718796	SLEEVE SPLTSS GSNCK 5PK	16.7%
212362A	TIP FLT 1000UL 800/PK	30.2%
DF0241170	LAURYL TRYPTOSE BROTH 500G	21.3%
TSCOL35	PRECISION 35L COLIFORM	31.4%
087725	ASSAY PLATE 96WELL BTM 50/CS	21.4%
13876707	3870EAP ELECTRONIC STERILIZER	19.9%
AP4004700	GLASS FIBER FILTER 47MM 100PK	22.7%
22387030	KINGFISHER 96 KF PLATE 48/PK	18.9%
FBG45RPLA	FBG REF 45 PNT SLIDE 115V/60HZ	30.3%
13690032	RESEARCH PLUS 100-1000UL BLUE	19.1%
120011	SELF CONTED GLASSAMPOULE 10/PK	19.9%
D1434	METHYLENE CL CERT ACS/HPLC 4L	60.0%
13299230	COD/EPA-APPROVED/150 VIALS PK	21.6%
1424571	DISP U PLATES RIGID STY 50/CS	18.3%

22387029	96 TIP COMB F/DW MAGNTS 100/CS	18.9%
14460260	STEAM STERILIZER 208/240V 60HZ	19.9%
075783B	DRIERITE INDICAT 8 MESH 5LB	29.2%
089275B	SCALPEL DISPOSABLE NO11 20/PK	35.8%
B21261X	TRYPT SOY AGR W/5 BLD 100PK	26.6%
1496127	TUBE CULT DSP 13X100MM 1000/CS	36.8%
06666	KIMWIPE DELIC TSK WIPE 286/PK	36.3%
0974030D	FUNNEL TEST 0.45MC 100ML 50/CS	22.7%
SH300710340	FBS-CHAR 500 ML IRRADIATED	35.8%
TSX2304BA	TSX REF BLOOD 23CF 120V/60HZ	30.3%
13890132	3870ELP LABORATORY LINE	19.9%
1496133	TUBE CULT DSP 20X150MM 500/CS	36.8%
19041171E	NITRILE 3M PF TEX XL 180PK	47.7%
09923351	QIACARD BLOODSTAIN 100	9.9%
10451215	GENPURE PRO UF/UV	18.6%
AB0558	PCR ADHESIVE SEALS 100EA	19.3%
0666524	WIPES ALCOHOL/DI 100/PK	36.3%
A4661	HYDROCHLORIC ACID OPTIMA 1L	43.5%
TSCIR19	PRECISION 19L CIRCULATING BATH	22.6%
02215414	VORTEX MIXER ANALOG 120V	31.6%
01919148	ANALYTICAL BALANCE XSR104	27.7%

Appendix B- Cost/Category Discounts

19070842	RBE-10BRPAPR ASSEMBLY 1/CS	24.0%
MHA00FCR2	M-FECAL COLIFORM NO ROS 50/PK	18.7%
19168967C	GLV PF NIT MIDKNIGHT MD 100PK	47.7%
TSG30RPGA	TSG REF 30 PNT GLASS 115V/60HZ	30.3%
0974063B	FLT UNIT 50MM 500ML PES 12/CS	19.8%
09720503	PTRI DSH W/PAD 47MM STER 600PK	59.8%
09873E	GLS FIBR FILT PPR 5.5CM 100/PK	22.7%
TSX2305SA	TSX REF SOLID 23CF 120V/60HZ	22.0%
12100102	60 ML CLR VIAL CERTIFIED 144CS	33.1%
03376488	CONVKITC4000-1W C5000-53B100PK	31.3%
21377304	FINNTIP 5ML 500/PK	16.2%
03396A	T5MP SEAL PTFE/RUBBR 100/PK	33.1%
M1095350001	PH STRIPS PH 0 - 14 100STR/EA	21.6%
055692	CENTRIFUG TBE 10ML DSP 125/CS	34.8%
0571988	BOTTLE CERT 1-LITER 12/CS	32.1%
LSWP04700	MITEX FLTR 47MM 100/PK	22.7%
1496129	TUBE CULT DSP 16X100MM 1000/CS	36.8%
13642243	ORION ROSS SURE-FLOW GLASS PH	25.8%
15338308	CYANOACRYLATE FUMING CHAMBER	20.9%
13690033	RESEARCH PLUS 0.5-5ML VIOLET	19.1%
22029379	CENTR CLIN 642B HORIZ EA	15.6%
23038010	SURE-VUE RPR 500TEST/PKRX	19.0%
02685112	VAC TUBE RED 10ML 100/PK RX	15.7%

1139415A	FB GLV LTX PF AMBI SM 100/PK	47.7%
1139415B	FB GLV LTX PF AMBI MED 100/PK	47.7%
TSX70086A	ULT FZ TSX70086A 115V/60HZ	20.3%
19100854	AV-3000 HT KVLR W RGHT BRKT M	22.2%
13890131	2840ELP LABORATORY LINE	19.9%
05719101	VIAL EPA CLN W/SEP 40ML 72/CS	33.1%
05719298	JAR W/M AMB CLCR 950ML 12/CS	32.1%
FBG25RPGA	FBG REF 25 PNT GLASS 115V/60HZ	30.3%
10451110	ULTRAFILTER GENPURE UF	20.4%
TSX60086D	ULTFZTSX60086D208-230V/50-60HZ	22.0%
09719004	FBSYRFLT33MM .45UM PVDF1500/PK	24.4%
03377119	VALS HEAD SPC 20ML CRMP 100/PK	33.1%
19167030B	CMFRT GRP PF L EXM SZ S 100PK	47.7%
15338960	48 PCRPREP PCR WORKSTATION	20.9%
03253925	96 PLATE GL 7MM RD V 220UL	16.6%
212364	TIP ART 20UL STL W/TR 960/PK	30.2%
DF0022175	EC MEDIUM W/MUG 500G	21.3%
23029010	ALETHIA HSV1/2TEST KT50T/EA RX	17.3%

Appendix B- Cost/Category Discounts

3052835	MX35 PREMIER LP BLADES 50/PK	10.3%
BP28184	MOLECULAR BIOLOGY GRADE ETHANO	33.6%
FBG505SA	FISHER UC SOLID DOOR 5-15P	30.3%
FBG12RPGA	FBG REF 12 PNT GLASS 115V/60HZ	30.3%
05719106	VIAL CLR ECONO PK 40ML 144/CS	33.1%
0640619B	CRIMP SEAL11MM PTFE/RR 1000/CS	33.1%
IUE30086FA	ISOTEMP 300 115V 60HZ	22.0%
412001010	FLASKSCRUBBER FS 230V 1P	28.7%
19827933	ASSY AV3 HT W/4PT ARA RED M	22.2%
19038301A	FB INSULTD INFECTS SHPPR 6/CS	31.5%
DF0479173	PLATE COUNT AGAR 500G	21.3%
18568	GOWN PE BLUE DISPOS LG 15/PK	31.7%
03377118	VALS HEAD SPC 20MM CRMP 100/PK	33.1%
TSX3005PA	TSX REF PHARM 30CF 120V/60HZ	30.3%
0435516	BACDOWN HANDSOAP 1 LITER	31.5%
09873F	GLS FIBR FILT PPR 7CM 100/PK	22.7%
M1095400001	PH STRIPS PH 0 - 2.5 100STR/EA	21.6%
S311500	SOD ETLEDIMINTETAC CR ACS 500G	21.4%
IUE40086FA	ISOTEMP 400 115V 60HZ	20.3%
191203010B	NPG-888 NEOPRENE GLV SM 100/PK	47.7%
1495935AA	TUBE CULT DSP 16X100MM 1000/CS	36.8%
137119AM	TRNS PPT 5.8ML NS GRD 5CPK	51.4%
2137752	FINNTIP 63 1-10ML BULK 100/PK	16.2%
86701	TISAB II 4 L	33.7%
19149863D	EXAMGLV NITR 9.5 SZXL 90/PK	47.7%
15365003	VERTICAL STACKING WASHERS	28.7%
01919124	ANALYTICAL BALANCE XPR205	26.0%
2123635	TIP ART REACH 10UL 960PK	30.2%
191301597E	FB NITRILE GLV PF LF XL 100PK	47.7%
TC25200005	DIGESTR 20 AUT LIFT PACKAG 1PK	17.2%
1495937C	TUBE CULT DSP 20X150MM 500/CS	36.8%
AA47138M6	ACETONITRIL LC-MS G 99.8 4X4L	32.5%
08732122	DISPOSABLE BEAKER 50ML 500/PK	36.2%
A9294	ACETONE OPTIMA GRADE 4L	61.2%
A83900005B	SLIDEMATE AS SYS SDS TOTALCARE	18.9%
0296428	TUTTNAUER AUTOCLVE MDL 3850 EP	19.9%
1496126	CULT TUBE DISP 12X75MM 1000/CS	36.8%
TSG72RPGA	TSG REF 72 PNT GLASS 115V/60HZ	30.3%
1496130	1496130LT DSP 16X125MM 1000/CS	36.8%
09050269	4MOD ORGANICFREE CARTRIDGE KT	20.4%
22444277	MOPEC AUTOPSY SAW 115V/60HZ	28.5%

Appendix B- Cost/Category Discounts

10451205INS	GENPUREXCAD UV/UFTOC B INST	18.6%
SPR00SIA1	SMARTPAK DQ3 SILVER-IMPREGNAT	20.4%
13683552	REPEATER E3 W/ CHARGING STAND	19.2%
BP1700500	PROTEINASE K	9.4%
S2HVVU05RE	STERICUPHV500MLDURAPOREPVDPK12	20.4%
05414051	CENTF 5425R KEY ROTOR FA-24X	24.0%
19100852	AV-3000 HT KEVLAR W/O BRCKTS L	24.0%
AB2396	ARMADILLO 96 PCR PLATE 25/CS	18.3%
FBG30RSSA	FBG REF 30 SST SOLID 115V/60HZ	30.3%
151030508	ISOTEMP GRAVITY OVEN100L 120V	28.2%
23800101	LEADCARE II BLD LEAD TST48PKRX	22.6%
09873B	GLS FIBR FILT PPR 2.4CM 100/PK	22.7%
09720502	PTRI DSH 47MM ASEPTC MLD 600PK	59.8%
137117M	FB TRNS PPT STD 7.7ML NS 5C/PK	51.4%
0540343	EPTIPS RELOADS 1000UL 960CS	40.0%
23262375	SICKLE SCREEN 120DET/PK	19.0%
19149864C	EXAMGLV NITR 12IN SZ L 50EAPK	47.7%
130754B	LOOP INOC 1UL CLR 1000/PK	29.8%
6001062	N-HEXANE NON-SPECTRO 99.9 4LT	0.0%
FBG505GA	FISHER UC GLASS DOOR 5-15P	30.3%
TSCOL19	PRECISION 19L COLIFORM	31.4%
14955117A	CONTNR MULTIPRP 16OZ TR C/CS	37.8%
75007681	BP8 200-240V 60HZ EA	17.2%
02925133	BTL ECONOMY PP NM 250ML 72CS	33.9%
TSX5005SA	TSX REF SOLID 50 CF 120V/60HZ	30.3%
0666611C	KAYDRY EX-L 2PLY 12X12 120/PK	36.3%
10451213	GENPURE PRO UV	18.6%
H3034	HEXANE OPTIMA GRADE 4L	69.4%
22037959	2 GAL FBRAND SHARPS CNTNR EA	36.9%

13641873	TISAB II 1 GALLON 4/CS	25.3%
13642237	ORION ROSS ULTRA ELECTRODE	25.8%
22554110	ACCURUN 1 12 X 3.5ML 1/PK	19.0%
19050591	STERLING XTRA EXAM S 100PK	47.7%
191203010C	NPG-888 NEOPRENE GLV MD 100/PK	47.7%
19222929	ASSY AV3 HT W/4PT KEV RED RT M	22.2%
05413940	EPDUALFILTER.1-10UL M PCRST960	30.2%
SEBACAM10C	10MP COLOR CAMERA W/SOFTWARE	0.0%
T142500	STANNOUS CHLORIDE CR ACS 500G	37.6%
151030512	ISOTEMP FRCD AIR OVEN180L 120V	28.2%
0540359	EPTPS BLK 50-1000UL 1000/CSEP	40.0%
13262340	FORMA ENVIRONMENTAL CHAMBER	24.1%

Appendix B- Cost/Category Discounts

SA2264	SULFURIC ACID SOL N/50 CR 4L	43.5%
01915004	ANALYTICAL BALANCE XPR225DR	27.7%
PD20047S5	PETRI-PAD 47MM STER 600/PK	59.8%
013612B	CVL TYVK ELS HD/WR/BT M 25/CS	31.7%
1329976	BOD PROBE-SELF STIRRING	25.3%
B11876	ISOVITALEX ENRICH 5X10ML/PK	18.7%
13620631	ELECTRODE PH/ATC DOUBLE JUNC	25.8%
02911295	300ML BOD BTTLE WO/STOPE 24/CS	21.6%
867216	8SS STANDARD 100 PPM 500 ML	24.2%
19155206	RADEYE GF-EX	3.6%
06000776	HEAVY DUTY STEEL TABLE	36.6%
B14881	BOTTLED MEDIA 500GR	21.3%
MHA000P2E	M-ENDO TC BROTH 2ML 50/PK	18.7%
TSV18CPSA	18 CF TSV COMBO 115V/60HZ	30.3%
MZHAWG101	MCROFL 100 EZPAK HAWG 150/PK	22.7%
1484000	SCALPEL SS NO10 10PK	35.8%
066661A	KIMWIPES DISP 12X12 196/PK	36.3%
22025201	6IN DNA-FREE SWB ST WD 1000/CS	27.2%
23600900	STL E SWB STD FLOCK SWB 50/PK	17.7%
10451203	GENPURE X-CAD PLUS UV/UF BEN	20.4%
A184	ACETONE CERTIFIED ACS 4L	61.2%
A4671	NITRIC ACID OPTIMA 1L	43.5%
FB0875713	PETRI DISH 100X15MM SLIP 500CS	59.8%
05400129	INNOVA 44 1 IN ORBIT 120V	18.6%
412001000	FLASKSCRUBBER FS 115V 1P	28.7%
120097A	BOX DISP GLASS FLOOR MDL 6/PK	36.9%
A509P500	NITRIC ACID TRACE MTL 500ML	43.5%
0339715	TRGT C/T VIAL CLR 500UL 100/PK	33.1%
1449024	BIOLOGICAL INDICATOR BX 100/PK	19.9%
13101501	MEDIFUGE PKG 120 V 60 HZ	17.4%
05719307	POLY-CUBITAINER 21/2GAL 12/CS	32.1%
1496134	TUBE CULT DSP 25X150MM 500/CS	36.8%

14179120	TUBING 3/8IDX5/8OD 50 FT 50/CS	38.6%
0989812C	WEIGHING PPR 6X6 IN 500/PK	31.5%
19149864A	EXAMGLV NITR 12IN SZ S 50EAPK	47.7%
302511101	5 LG A2 BS W/ OPS 10 115V	19.1%
11475114	PRECISION HP MCH INC 11.5 120V	24.1%
1139415C	FB GLV LTX PF AMBI LG 100/PK	47.7%
1484001	SCALPEL SS NO11 10PK	35.8%
01919122	ANALYTICAL BALANCE XPR105DR	27.7%
19050593	STERLING XTRA EXAM L 100PK	47.7%

Appendix B- Cost/Category Discounts

XX6370000	U/V STERILIZER 115V/60HZ	19.9%
FBG72RPGA	FBG REF 72 PNT GLASS 115V/60HZ	30.3%
21402178	RNASE AWAY 475ML SPRAY BOTTLE	24.1%
0268399C	VAC TB K2EDTA LAV 4ML 100/PKRX	15.7%
TSCIR89	PRECISION 89L CIRCULATING BATH	22.6%
13641780	ELECTRODE ROSS ULTRA TRIODE	25.8%
23900530	SURVUE HCG STAT SRM/UR 30PK RX	27.9%
302681001	6 LG A2 W/ OPS 8 115V	19.1%
A674500	AMMONIUM MOLYBDATE ACS 500G	37.6%
6000262	ACETONITRILE CHRMSLV LC-M 4LT	0.0%
13642578	TISAB II 1-GALLON	25.3%
1367811E	PIPET STER 10ML 0.1GRAD 200/CS	44.6%
03376482	C5000TRGTDPLUPTFE/WHTSIL PS	33.1%
MAX01561	ACETONITRILE LC-MS GRADE 4L	32.5%
60090010	FORMIC ACID ACETO BJ 4LT	-1.8%
01816A	BG ZIP SEAL PE 4MIL 4X6IN 50PK	34.9%
K4794004000	MIDI-VAP 4000 CYANIDE COMP 1CS	29.7%
304411101	4FT AXIOM C1 10 OPS/BS 115V US	19.1%
10451216	GENPURE PRO UV TOC	20.4%
13642780	ORION DUAL STAR PH/ISE METER	22.1%
22444279	BLADE SAW 2.5IN LG SECT W/ARBR	28.5%
0292626	BOD BTL 300ML UN-NUMB 24/CS	21.6%
0268883	VAC PPT HEMO PRLWH13X100C/PKRX	15.7%
0720099	PLT MICR 96WL U-BTM PVC 100/CS	18.3%
FBG72RSGA	FBG REF 72 SST GLASS 115V/60HZ	30.3%
14950646	160CC CARRIER GAS H2 GENERATOR	17.2%
0903568	CARTRIDGE HI CAPACITY D400499	20.4%
12460241	NO1 SWISS JEWELER FCPS	29.7%
018125F	BAG WHIRL PAK SOD THIO 100/PK	34.9%
14828321	FB 4OZ PP CONT NS W/CAP 500/CS	37.8%
018266	BG PP CLRPLN 24X30 200/CS	49.5%
B220531	UVT 3ML W/FLCK FLX MINI50PK RX	17.7%
05719248	BTL B/R PLY CLNCERT 1L 12/CS	32.1%
06802920	RXI-5SIL MS 15M .25MM ID .25UM	11.6%
OXSR0183E	BOLTONS SUPPLEMENT 10/PK	18.7%

1420637	SPR VERSI-DRY PROT20X250 250CS	37.4%
13645539	STAR A214 PH/ISE BT METER ONLY	22.1%
13690034	RESEARCH PLUS 1-10ML TURQUOISE	19.1%
75000080	WX80 ULTRA 230V 50/60HZ EA	17.2%
0540107	EPP CENT MINSPIN PLUS 115V	24.0%
19200243	SM STRL STNLSS BLD SZ22 100PK	35.8%

Appendix B- Cost/Category Discounts

0540338	EPTPS RLD0.1-10UL 10TRY5 960CS	40.0%
05414115	5430 KEYP 6X15/50ML RTR/120V	22.3%
TSV20RPSA	20 CF TSV REF 115V/60HZ	30.3%
BNX852000	BINAX NOW LEGIONELLA 22/PK RX	17.3%
14287150	REPEATER M4	18.9%
501468816	49IQ-ACAN OZONEANALYZER	6.6%
AP4004705	FLTR AP40 GRAV AN 47MM 500/PK	22.7%
13690048	RESEARCH PLUS 8-CH 10-100UL	19.1%
19168967D	GLV PF NIT MIDKNIGHT LG 100PK	47.7%
05400016	MOD 5430 W/COLUMN RTR 120V	22.3%
1916717	ONX N64 BLK NTL GLV MD 100/PK	47.7%
03395C	VIAL CLR TARGET 11MM 100/PK	33.1%
19818452	4500PSG 45 MNT CRBN CYLN DER N	24.0%
19048575B	GLOVE SAFE GRIP MED 50/PK	47.7%
03452247	VIAL 0.3ML CLEAR SCREW 9MM SHO	33.1%
01919003	XPR64001L EXCELLENCE BALANCE	25.7%
19048575D	GLOVE SAFE GRIP XL 50/PK	47.7%
A300500	SULFURIC ACD REAG ACS 500ML	43.5%
212368	TIP ART 100UL 960PK	30.2%
W54	WATER HPLC GRADE 4L	41.6%
FB0875713A	PETRI DISH 60X15MM 500/CS	59.8%
A4594	ISOPROPYL ALCOHOL 4LT	58.7%
14830132	CNTNR SHRPS RD 8GAL W/CLR LID	36.9%
H3254	HYDROGEN PEROX CR ACS 4L	38.9%
01914324	XPR2 MICROBALANCE	23.9%
09050255	EPURE 4MODULE SYSTEM 120V	20.4%
090904	HEATER FOR MP3-3A-6A 240V-2500	20.4%
057175	PM2.5 PTFE 46MM PP RNG D50/PK	22.7%
FB0875712	PETRI DISH 100X15MM STACK 500	59.8%
L4972001	RPR CARDS 18MM CIR30SP100PK RX	19.0%
05414311	THERMOMIXER F2.0 100-130V	24.1%
0352536	INSULTED MAILER 6WX8LX7H 12/PK	26.7%
19167030C	CMFRT GRP PF L EXM SZ M 100PK	47.7%
6003078	WATER LC-MS HPLC B AND J 4LT	0.0%
15411	STANDARDIZING SOL 1 PPM 1PT	24.2%
13642252	ORION TRIODE PH/ATC COMB ELEC	25.8%
01002082	T093 DELTA9TETRAHYDROCANNABIN	38.9%
23044132	HEMATEK3000 HEMAT AUTO STAINER	17.2%
19222985	X3PRO18/4.5/UNIVEBSS/PAKTRAC	22.2%
17103499	X3PRO18/4.5/UNIVEBSS/PAKTRAC	22.2%
09324564	PRO OBOD OPTICAL BOD PROBE	22.1%

Appendix B- Cost/Category Discounts

02544131	SAMPLE CUP 2.0ML PS 1000/PK	30.3%
A466500	HYDROCHLORIC ACID-OPTIMA 500ML	43.5%
OXCM0989B	MODIFIED TSB 500G	21.3%
033413	13X100 BOROSIL DCT 1000/CS	36.8%
DF0007174	BRILL GREEN BILE 500G	21.3%
1496230D	CAPS DISP 15-415 1000/CS	39.0%
10451028	POLISHING CARTRIDGE FOR SMART2	20.4%
19222971	X3PRO18/4.5/UNIVEBSS/SEMS	22.2%
12100120	60ML AMBER/CERTIFIED 144/CS	31.3%
19149863	EXAMGLV NITR 9.5 SZXS 100EA/PK	47.7%
04100510	CLIPTIP 12.5EXT FILTER ST960PK	40.8%
1367811F	PIPET WRAP 50ML 0.5GRAD 100/CS	44.6%
R681005	ANAEROPK MICROAERO SACHET 20PK	29.8%
1482744	SHARPS-CNTR SQUARE 8 GAL 10/CS	36.9%
212361	TIP ART 200UL STL WTRY 960/PK	30.2%
05413942	EPDUALFILTER 2-20UL PCRSTE 960	30.2%
15340163	FISHER SCIENTIFIC BEAD MILL 24	26.0%
0987416D	GLASS FBR PPR GFA 12.5CM 100PK	22.7%
137119CM	FB TRNS PPT 5.8ML ST GRD 500PK	51.4%
HAWG04700	PFILTER 47MM HAWG 100/PK	22.7%
19041171A	NITRILE 3M PF TEX XS 200PK	47.7%
14910115	MRIFLUOR CRYPTO/GIARDIA 50T/EA	19.0%
FBG49RPGA	FBG REF 49 PNT GLASS 115V/60HZ	30.3%
K4794904000	MV 4000 AMMONIA/PHEN COMP 1/CS	29.7%
03376407	CRMP/SNP CLRID VL 350UL 100/PK	33.1%
19050592	STERLING XTRA EXAM M 100PK	47.7%
A144S212	HYDROCHL AC SAFCOT 6X21/2L 6CS	43.5%
TSX3005SA	TSX REF SOLID 30CF 120V/60HZ	28.6%
02664	BLD COL SFTY12 23GX3/4 50PKRX	11.5%
PR0G0T0S2	PROGARD TS2 SILVER-IMPREGNATE	20.4%
19038301D	FB INSULTD INFCTS SHPPR 4/CS	31.5%
FBG49FSSA	FBG FRZ 49 PNT SST 115V/60HZ	30.3%
22415119	RPR CARD TEST KIT 500TEST/CS	19.0%
02707361	2.0ML SKRT TB W TC STRL 500PK	48.3%
A144C212	HYDROCHLORIC ACID 2.5L 6/CS	43.5%
1329823	PROBE SELF STIRING BOD	25.3%
16000126	LIQUINOX CRITICAL CLNR	24.1%
75004081	THERMO SCIENTIFIC MYSPIN 12	24.0%
0268394	VAC TUBE SRUM RED 6ML 100/PKRX	15.7%
14387356	24 DW TIP PLATE BARCODE	18.9%
14460	STERILIZER FIXED 121C	19.9%

Appendix B- Cost/Category Discounts

136898	BD SYRING 50CC LUER-LOK 40PKRX	21.6%
09034145	HOLLOW FIBER FILTER .2MIC	20.4%
A4614	OPTIMA LC/MS 2-PROPANOL IPA	58.7%
19168967B	GLV PF NIT MIDKNIGHT SM 100PK	47.7%
A18P4	ACETONE ACS 4L	61.2%
10557A	MUF FURN MANUAL-CO 240V50/60HZ	27.6%
19222969	X3PRO18/4.5/UNIVEBSS/PAKTRAC	22.2%
01913931	MS204TS	26.0%
501468812	49IQ-ABNN OZONEANALYZER	4.8%
13100676	ACCUSPIN MICROR 17R W STD RTR	24.0%
23021751	LEICA PPLAST PLS PRFN 8X1KG/CS	20.6%
14379342	TITRETTE 25ML BURETTE	35.7%
05413934	CENT 5420 W ROTOR FA-24X2	24.0%
15200946	AQUAMATE 8100 UV-VIS SPEC	4.8%
05414456	MSTRCYCLR NXS GRD 110V 50 60HZ	10.5%
A510P212	SULFURIC ACID TRACE MTL 2.5L	43.5%
1491054	BIO-BAG ENVIRONM CHAMBER 50/PK	29.8%
BD367342	PBBC LUER23GX.75 12TB 50PK RX	11.5%
13876750	3870ELV MOBILE VERTICAL AUTOCL	18.1%
18041143	GLV ROYALTCH300 NTRL LG PK/300	47.7%
23246376	MITSUBISHI PACK-ANAERO 20/PK	29.8%
0974103	FLTR UTA-PES1L90MM0.2 12CS	19.8%
0337768	TARGET CONICAL INSERT 100/PK	33.1%
13620AP50A	ELECTRODE PH WITH TEMPERATURE	25.8%
0337527A	TARGET SNAPIT ID CLR 100/PK	33.1%
19048134	STERLING 9.5 EXAM GLV LG 200PK	47.7%
22286156	MICROBANK LIGHT BLUE 80VL/PK	17.7%
05719361	BTL STERILE W/THIOSULFAT 250CS	32.1%
R24250	RIM ECOLI O157 H7 LTX KT 50/PK	3.0%
1495796K	TUBE CULT DISP 20X150MM 500/CS	36.8%
19166096	GLV NITR EXM PF CBLT M 100/PK	47.7%
13690030	RESEARCH PLUS 20-200UL YELLOW	19.1%
411101013	FLASKSCRUBBER UC WIN 230V 3P	28.7%
13690047	RESEARCH PLUS 8-CH 0.5-10UL	19.1%
22004140	VENIPUNCT PROTECT 1000/CS RX	18.7%
18041142	GLV ROYALTCH300 NTRL MD PK/300	47.7%
05413939	EPDUALFILTER.1-10UL S PCRST960	30.2%
22415120	RPR 10 WELL 5000/CS	19.0%
OXDR0800M	LEGIONELLA LATX TST 50PK	19.0%
58051	PHOSPHATE BUFFER DPD 4 L	19.8%
02657102	LNCT BL 1.5MM X 2.0 200/PK RX	31.5%
05412500	THERMOMIXER F 1.5 ENA	24.1%

Appendix B- Cost/Category Discounts

SA2261	SULFURIC ACID SOL N/50 CR 1L	43.5%
15499132	4.5 AIR-PAK X3 CGA GAUGE HUD O	22.2%
STYV3030	SENSITITRE OPTIREAD PLT READER	17.0%
14488004	CLIPTIP 300 RK STER PK960	40.8%
19003264C	CYLIND W/VLV CARBN 4500P 60MIN	24.0%
02707404	1000UL FLTR TIP STR 960/PK	30.2%
51029333H	IGS750 HERATHERM 120VAC 60HZ	24.1%
01913921	ME204	27.7%
09873D	GLS FIBR FILT PPR 4.25CM100/PK	22.7%
1441256	HYPEWIPE REG STRNGTH 100/CS	24.1%
02682259	10 LR ART HINGE RACK 960/PK10	40.8%
033377W	VIAL CRYOGENIC STER 2.0ML M/CS	28.9%
1376152	GZ PAD NS 4X4 12PLY 200/PK	31.5%
149331A	TEST TUBE 16X125MM 144/PK	36.8%
IUE50086FD	ISOTEMP 500 208V 60HZ	22.0%
P304500	POT SULFATE CRYSTAL CERT 500G	37.6%
06709820	RTX-5MS CAP. COLUMN	13.4%
A407P4	ETHYL ALCOHOL DENATURED 4L	51.9%
22387016	KINGFISHER FLEX 24 DW HEAD	18.9%
19222980	X3PRO18/4.5/NO EBSS/PAKTRAC	22.2%
1367820A	PIPET DISP 5 3/4 IN 720/CS	47.2%
FB087579B	100X 15MM NO RIM SLIPPABLE	59.8%
0181279	SLUDGE JUDGE II	21.6%
13620629	ELECTRODE FLUORIDE COMBINATION	25.3%
AC615090040	ETHYL ALCHL ABSOLU 200 P 4L	33.6%
01913932	MS304TS	26.0%
412101010	FLASKSCRUBBER FS WIN 230V 1P	28.7%
17988497C	PROVENT GWN WRAPARND L 30/CS	31.7%
RFMS2305A	REVC0 23CF FMS REF 5 115/60	30.3%
A79210051	SLIP HOPR 24X50MM 1.5 2X500/CS	18.9%
22130043	ABSORB AQUI PAK 6 BAY 300/PK	31.5%
05719102	VIAL EPA CLN W/SEP 40ML 72/CS	33.1%
10451026	DISPENSER FINAL FILTER	20.4%
A4124	METHANOL CERTIFIED ACS 4L	62.1%
AC320690075	CHLOROFORM-D 99.8 ATOM % 7.5ML	32.1%
SB1754	BUFFER SOL TISAB /IN CDTA/ 4L	74.9%
15200901	PH 7.00 BUFFER YELLOW 475ML	57.2%
SB101500	BUFFER COLRD RED PH 4.00 500ML	86.2%
SB115500	BUFFER COLRD BLUE PH 10 500ML	86.5%
SB107500	BUFFER CLRD YEL PH 7.00 500ML	86.0%
AAL13315AP	POLYSORBATE 80 500ML	29.6%

Appendix B- Cost/Category Discounts

BP337500	TWEEN 20 500ML	62.2%
BP2331	PEG 8000 1KG	64.4%
AA43749MC	FLUORESCAMINE 100MG	16.0%
H29220	HEXANES ACS 20L METAL CAN	94.1%
X3P1GAL	XYLENES HIST GRD 1GA	90.1%

AC106682500	BROMOBENZENE, 99% 250MLBROMOB	41.0%
A4524	METHANOL CERT ACS/HPLC 4L	89.4%
18614510	TRICHLOROACETIC ACID 30%W/V AQ	44.5%
BP333500	SODIUM ACETATE ANHYDROUS 500G	66.8%
E14520	ETHYL ACETATE CERTIF ACS 20L	94.2%
6000533	DIETHYL ETHER PREP-LC ACS 4LT	90.4%
A1820	ACETONE CERTIFIED ACS 20L	86.2%
AAA12646AP	TRIETHYLAMINE, 99% 500ML	29.4%
T3974	TETRAHYDROFURAN CERTIFIED 4L	92.9%
AC410955000	D-GLUCOSE, ANHYDROUS, RE 500GR	40.2%
BP1605100	BOVINE SERUM ALBUM FRACT 100GR	62.3%
PI31460	GT ANT RB IGG H+L HRP 2ML	29.2%
FEREP0402	TAQ DNA POL REC 5U/UL 500U	34.1%
BP9726500	TRYPTONE GRAN 500G	57.3%
MT10104CV	RPMI 1640 GLUTAGRO SUPLMNT 6CS	63.2%
25030081	L GLUTAMINE 100X	-5.3%
A144212	HYDROCHLOR ACID REAG ACS 21/2L	81.4%
A661500	AMMONIUM CHLORIDE ACS 500 G	77.0%
P250500	POT HYDROXIDE CERT ACS 500G	78.9%
BP351500	L-ASCORBIC ACID 500G	60.5%
FB14127558	LAB NOTEBOOK GRID 200-PG BLACK	76.9%
19140911	FB PADS, UNV, 15X19 MDWT 100PK	77.7%
AA44224KT	DOW CORNING. HI-VAC GREASE 1EA	33.2%
13460200	FB 2 SHELF UTIL CART SS 18X36	50.1%
13681502	PIPET BASIN STR PS 50ML 200/CS	91.9%
029632A	CARBOY W/SPIGOT PP 10 LITER	76.4%
0334175E	VIAL CLEAR PP 120ML 100/CS	73.6%
011890100	BOTTLE SPRAY PUMP PE 8 OZ	77.8%
028962E	BOTTLE WM 500ML 12/PK	86.3%
0571991	BOTTLE CERT/EPA 1-LITER 12/CS	66.8%
1167025C	FLASK THERMO STAINLSS STEEL 1L	48.2%
10400000	2.5L -50C BT FD SST 115V 60HZ	42.2%
1337412	PARAFILM 4 IN X 250FT/RL	84.9%
14950648	500CC CARRIER GAS H2 GENERATOR	33.8%
14245102	MICROSPATULA SCP/RND BTM 50CS	56.0%
A242500	O-PHOSPHORIC ACID CR ACS 500ML	84.7%

Appendix B- Cost/Category Discounts

14955241	FB DRY HEAT BLOCK W HEATED LID	38.2%
UVP95000409	UVG-54 LAMP 254NM 6W	66.5%
22630001	BACTI-LOOP INFRARED STERILIZER	47.0%
13620AE6	ACCUMET DJ GEL PH ELECTRODE	48.9%
13118300	NEUTRODINE MOLECULAR FILTER	37.9%
10552	FURNACE 120VAC 50/60HZ	56.2%
ZFMQ000PR	INLET PRESS REGULATOR	50.3%
14190511	TBG STD 0.065 12PKTBG STD 0.0	82.3%

1131210A	BEADS SOLID 3MM 1LB/PK	67.9%
08451320	HOMOGENIZER PT2500 W/STND 115V	49.1%
145097M	BLENDER 40 OZ GL CONTR 120V60H	61.7%
12053138	HAMMERTEC WITH FEEDER, 115V	35.3%
103812	GLASS MORTR W/PESTL 500ML 16OZ	69.9%
0254208	TISSUE GRINDER 35ML 10/CS	76.7%
S12817	BUNSEN BURNER CONNECTING HOSE	41.0%
K7205000101	MANTL SNDBTH HAT 100ML 115V1CS	59.4%
11476001	RND BOTTOM MANTLE 120V 100ML	52.4%
SP88854100	CIMAREC 4X4 HPS 100-120V	47.9%
E6336000023	MASTERCYCLER NEXUS GX2, 110 V	26.0%
03395458	CRYO CELL DIVIDERS 81 CELL	96.5%
88870103	28 X 1.5ML BLOCK	45.3%
88860022	ISOTEMP DRY BATH 2BLOCK 120V	50.1%
1507729	THERMOMETER C/F TIMER FISHER	73.0%
0120888	ANIMAL FEED NDL 18GX2 100/PK	88.4%
22900700	FF HSTOPLST PARAFN PE 8X1KG/CS	79.9%
22046360	VYTAC 5 GAL	81.4%
08100240	CELL LIFTER INDIV WRAP 100/CS	94.7%
08100241	CELL SCRAPER INDIV WRAP 100/CS	94.5%
22363547	CELL STRAINER 40UM STER 50/CS	76.3%
12556002	BIOLITE 100MM TC DISH 200/CS	71.8%
14665230	L CELL SPREADER STRL 500PK	93.2%
FB120110	120WATT SONIC DISMMBRTR 110V	60.8%
3150734	HP35 HP BLADES 50/PK	65.3%
12547	COVER SLIPS PLSTC 22MM 1000/PK	83.9%
22038262	TISS CASS WH SWNGSETTE 1500/CS	80.1%
14955119A	CONTNR MULTIPRP 64OZ TR 50/CS	91.8%
14071415	30 MM SP CHUCK BLU 1 EA30 MM	44.4%
1950878	2 COLOR FIBERBOARD BOXES 12 P	44.5%
31500830	FLASK DEWAR TALL FORM 1000ML	56.4%
FBH05RFSA	5 CF ISOTEMP FMS REF. 115V/60H	70.2%
13762405	ISOTEMP 20 CFT CHST ULT A GP	39.3%

Appendix B- Cost/Category Discounts

1535050	FRZCNTD RT1.0/1.2/1.5/2.0ML1EA	50.4%
15497022	NAPCO 8000 HEPA FILTER	48.3%
411001000	FLASKSCRUBBER, UC 115V 1P	44.1%
1535095B	PIPET WASHER-RINSER HDPE 24IN	66.6%
04334	LABSOLUTION DETERGENT 10 LBS	48.3%
043204	SPARKLEEN I MANWSH 3-1/4LB BOX	92.6%
BT50TS12	50TS MICROPLATE WASHER 12 WELL	23.5%
03402B	BTL DROP-DISP LDPE 30ML 12/PK	86.0%
19125610	POLY GOWN SMOOTH BLUE LG 100CS	56.0%
0435571	CIDEHOL 70 IPA 70% 1 GALLON	67.4%
191301495	SHOECVR AQTRAK BTFly UNV 150CS	71.1%

361018809	HEPA FILTER 99.997% EFFICIENT	43.1%
15338367	CIRCULATION-FREE ENCLOSURE	38.2%
16108286	PURIFIER PCR ENCLOSURE 115V	43.9%
DNA001	BASE PAIR 10 NMOL SCALE	54.1%
13261344	1300 A2 1.5 8 120V PACKAGE130	28.7%
13261222	1300 A2 SS 4FT PKG 120V	28.6%
13874180	ISOTEMP 4100R20 REF BATH-115V	44.6%
FSGPD05	ISOTEMP 5L GP BATH	50.3%
TSSWB15	PRECISION 15L SHAKING BATH	42.4%
13874885	SC100-A10 REF. BATH 115V	44.9%
S159500	SILICON OIL 500ML	69.5%
02891E	JAR WM PP 16OZ/500ML 24/CS	88.7%
14955151	FISHER SCIENTIFIC MINI VORTEX	71.1%
11676263	FS RT BASIC 120MM TOP/US PLUG	45.9%
14500210	POWER OVERHEAD STIRRER D60	48.4%
07202200	LSE PLATFORM ROCKER 115V	43.4%
09034202	SOLARIS SMALL OPEN AIR SHAKER	27.5%
10320814	DIGITAL SHAKER 120V 1/CSDIGITA	53.5%
02215381	VORTEXER ACC 3IN HEAD W/ COVER	66.4%
1007553	CLAMPS FOR ERLNMEYER FLASKS	52.6%
05400018	MODEL 5430 W/O ROTOR 120V	39.6%
07203954	CORNING MINI CENTRIFUGE 1/CS	60.0%
75887200	SRVL ST8 30X2, 120V	20.4%
75006580	LYNX 4000 200-240V 50/60 HZ EA	34.2%
096062075	ROTOR LYNX F14-6X250Y EA	33.8%
75003663	F15-8X50C FIBERLITE ROTOR	46.1%
02923230	250ML CONICAL TUBE BULK ST	34.6%
0973091	COLIFORM TST VIAL 65X120 100CS	57.6%
142425	DIPPER POLYETHYLENE 6FT	82.9%
03338C	SMPL VIAL SCRW CP 2 DR 144/PK	83.9%

Appendix B- Cost/Category Discounts

0180005	BAG SPEC BIOH 6X9 PRTPAD 500CS	78.0%
02657100	LANCET PURP 30GX1.5 200PK RX	53.6%
018128	BAG WATER SAMPLNG 300ML 100/PK	65.2%
026896	NA HEP PLUS10ML16X100 100/PKRX	58.2%
0268397	VAC PLS SST GOLD 5ML 100/PK RX	80.3%
026641	BLD COL SFTY12 21GX3/4 50PKRX	57.5%
23025906	BACTECPLUS AEROPLAS 50BTL/PKRX	15.6%
14828320	FB 4OZ PP CONT ST W/CAP 100/CS	92.1%
22150329	SPC CUP 90/53 ORG CP ST 400/CS	87.4%
22363750	FB ALC PREP PAD ST 2PLY 200/PK	86.3%
22363162	FB APPL CTN 6 ST PL 1/ENV100PK	95.8%
14555501	UF CARTRIDGE	44.7%
SYNSVHFUS	SYNERGY UV	21.8%
TC10000460	BOILING ROD	52.7%

UVP95035801	UV INCUBATOR	55.9%
03395580	FORMA ENVIRONMENTAL CHAMBER	34.1%
13998256	HERA VIOS 160I CO2 SS IR 120V	32.5%
11676603	ISOTEMP DH CO2 IR 120V	36.6%
11687203	MIDI 40 INLET FILTERS	42.2%
151030520	FS BASIC GRAVITY OVEN100L 120V	48.6%
11475152	PRECISION CP GRVTY OV 1.7 120V	52.5%
10552	FURNACE 120VAC 50/60HZ	56.2%
05405194	R-300 B-305 24/40 A PG WB	39.5%
31502098	CONDENSER AIR REFLUX 14/20	59.2%
SK154	KJEL-SORB TM SOL 4LITER	59.6%
0774815	VAC CONC W/PUMP MDL 5301 115V	50.1%
0973557	FLTR PROWEIGH VOLATILE 100/PK	60.4%
UFC30VV00	ULTRAFREE-MC 0VV 100/PK	40.8%
09801B	FILTER PAPER 9CM 100/PK	88.7%
FB12566511	BTLTOP PES 500ML, 75MM, 0.45UM	53.0%
0974479	HEPA-VENT 10/PK	51.6%
UFC900308	AMICON ULTRA-15ML 3K NMWL 8PK	33.9%
0987462	GLASS FBR PPR GFF 2.4CM 100/PK	48.0%
HAWP02400	FILTER 24MM HAWP 100/PK	46.4%
09740107	SYRINGE FLTR,CA,0.8UM,25MM,STR	38.2%
EZHAWG474	EZ-PAK HAWG 47Q6000 600/PK	41.2%
13645089	300ML GRADUATED FUNNEL 1CS	49.4%
097902B	FILTER PAPER 7CM 100SH/PK	85.6%
0488110G	SIEVE S STEEL 8IN 9MSH US NO10	76.1%
13310900	FISHER VAC/PRESS PUMP 15.5LPM	53.0%
138764	FISHER VARIABLE FLOW PUMP	56.1%

Appendix B- Cost/Category Discounts

14831200	SYRINGE PUMP 110V	52.4%
141741A	TUBING KIT 3/16X1/16 50FT	79.9%
13310900	FISHER VAC/PRESS PUMP 15.5LPM	53.0%
09528110	GEL SYSTEM MINI 7CMX8CM	51.5%
FB300Q	POWER SUPPLY 400MA 300V	58.9%
UV95044701	M-20 TRANS 8W 302NM UV EA	64.4%
S11509E	DUAL POWER SUPPLY EVT 300	42.5%
13245221	UV CROSSLINKER AH	53.6%
BP160100	AGAROSE LOW EEO 100G	61.7%
BP14081	ACRYLAMIDE:BISACRYLAMIDE 29:1	70.6%
BP130210	ETHIDIUM BROMIDE 10ML	62.3%
BP1332500	TAETRIS ACETATE 50X SOL 500M	68.8%
15200903	PH 10.01 BUFFER BLUE 475ML	56.7%
FERSM0322	GENERULER 100BP PLUS 5X50UG	28.1%
05715112	MLTIBARRIRPOUCH4.37INX6.5IN100	59.9%
PRM7822	GOTAG G2 GREEN MMX,100 RXN	39.6%
BP1752I100	PHEN CHLOR IAALC PH6.7 100ML	55.0%

PI90057	TRYPSIN PROTEASE MS 5X20UG 5PK	29.0%
PRN2511	RECOMBINANT RRASIN 2500U	37.5%
R02019	BLOOD AGAR BIPLATE 100/CS	61.7%
R04050	MUELLER HINTON AGR 150 MM 10PK	80.7%
FERR0191	DNTP MIX 10MM 0.2ML	37.0%
FERR0182	DNTP SET 100MM 4X1ML	33.2%
07200684	ALUMIN SEALING TAPE 96 100/CS	53.2%
AB1453A	VERSO CDNA SYN RT KIT	38.8%
FERR0534	TURBOFECT TRANSFECTION REAGENT	15.8%
PI78609	PROTEIN A/G MAGNETIC AGAROSE	28.8%
PRA1360	PGEM T EASY VECTOR SYSTEM I	40.8%
AC415080010	MINERAL OIL 1LT	41.4%
01922411	OHAUS PORT BAL W TOUCH SCREEN	48.1%
01915016	PRECISION BALANCE ME103T	45.4%
01912163	100 G WGT ASTM C1 WO CERT	39.9%
S94792H	FSE PORTABLE 3000GX0.1G	41.6%
01914060	HC103 HALOGEN MOISTURE BALANCE	40.4%
01213102	ALUMINUM FOIL 12IN X 500FT	90.8%
02202102	WEIGH BOATS LARGE 500/PK	94.7%
08732101	ALUM DISH FLUTED 42ML 144/PK	95.2%
08732115	WEIGH DISH PS LARGE 500/CS	92.3%
01919151	ANALYTICAL BALANCE XSR204	35.4%
19075383A	FB 50ML ABSROBENT SHEET 100/PK	66.6%
09016	MEASURING RULER VINYL 1EA	82.1%

Appendix B- Cost/Category Discounts

11998	BIBULOUS PAPER 10800 SHEETS	92.4%
079056	FISHER HAND TALLY COUNTER	90.9%
17000844	RADEYE PRD-ER4	7.3%
043502	CALORIMETER 115VAC 50/60 HZ	39.1%
0102322A	REPLCT CUP TFE W/CVRO-RG 23ML	54.3%
1214455	DGTAL MELT POINT APPAR 115V	70.1%
14650103	TRACEABLE THEM 1 BOTTLE PROBE	55.2%
16108573	TEST TUBE/MICRO RACK-RECT	41.3%
13202583	THERMOMETER -30/1C VERIFICA	70.4%
01920230	OHAUS MB23 MOISTURE ANALYZER	40.9%
12565553	PLT U96DPWL 1ML POLYS ST 32/CS	24.5%
11510C	HYDROMETER 0.900-1.000 1CS	86.6%
08408240	CLEAR PLATE SEALERS 100/CSCLE	75.4%
07200103	PLT MICR 96-WL RND STYR 100/CS	54.2%
11120570	EPOCH MICROPLATE SPEC	26.3%
108846	RFLI KT FR 0-7.6% ANLYZR 3/PK	75.3%
17985250	DE TUBE H2S .2/A 10/PK	44.9%
09981123	SERAMAG SPEEDBEADS CARBXYL15ML	43.3%
S42550	SPECTROSCOPE W/TRIPOD	34.2%
BTCYT1FA	CELL IMAGING MULTI-MODE READER	26.3%

S28425	DC-1500 CHLORINE COLORIMETER	31.5%
BT800TS	800 TS ABSORBANCE READER	26.3%
BT2874595	MICROPLATE FLTR READERS 595NM	9.0%
ND2000	NANODROP 2000	20.7%
14380442	GENESYS 30 VIS, US	39.3%
6000661	HYDRANAL-METOH RAPID HYD 1LT	37.0%
01912342	PP TITRATION CUPS 480/PK	25.5%
01912346	FIVEEASY F20-STANDARD KIT	35.4%
0987617	PH 0-14 BY 1 6X80MM 100/PK	63.3%
13640303C	BUFFER CAPSULES PH 4 5VL/PK	63.4%
13640508	PH PAPER STRIPS 0.0-14.0 10/CS	45.8%
13640516	PH PLASTIC STRIP 0.0-14.0	74.4%
13641982	ELECTRODE ROSS ULTRA TRIODE	45.1%
15177560	CAP MEMBRANE KIT INC ELECT 6PK	51.2%
01914301	INLAB. ROUTINE GO-ISM	30.5%
01911461	INLAB EXPERT PRO ELCTRD	30.5%
13300178	PH ELECTRODE STORAGE SOLN PT	61.7%
13641982	ELECTRODE ROSS ULTRA TRIODE	45.1%
13200263	PHTESTR 30 OAKTON	66.9%
13620509	ELECTRODE AMMONIA COMB BNC	56.2%
13641942	ELECTRODE FLUORIDE W/BNC	43.5%

Appendix B- Cost/Category Discounts

13300112	CONDUCTIVITY TDS SOLN 1413US	63.2%
13302127	REPLACEMENT CAP FOR RDO PROBE	47.0%
15177621	OBOD SENSOR CAP	45.5%
029921A	DROPR GLS W/RUB NIPL 30ML 6/CS	62.2%
1131210C	BEADS SOLID 5MM 1LB/PK	67.9%
13642226	ORION COND 4CELL MDIN 3M CABLE	42.1%
13642959	STAR T920 REDOX TITRATOR KIT	34.6%
K4161801020	TLC 10 X 20 TNK W/STD LID 1/CS	45.0%
M1055700001	TLC SILICA GEL 60 F254 25 ALUM	45.5%
06610888	RTXCLP2 COL 30M .32MM.25UM 6PK	30.8%
05404801	FP ID SI 12G 20PCS	61.2%
22044100	ACC-CHEKPERFRMA TST STRP 50/PK	35.7%
AVLGD5043	ROCHE 9180 ELECTROLYE ANALYZER	62.7%
0266948B	DIFF TALLY COUNTER 8-CHAN 110V	53.6%
22600100	DISPO HEMACYT IMP NEUB 50/PK	62.9%
6002	BONE CHISEL STD .5IN EDGE	46.8%
607	SKULLBREAKR VIRCHOW 3.5IN	53.6%
0694100	PILOCARPINE HYDROCHLORI 100 MG	18.8%
NC1939192	ISOFLOW EPICS SHEATH FL 4X1.8L	5.0%
131045	LOOP INOC NICHHR WIRE 3MM 12/PK	92.6%
B260001	SACHET GASPAC EZ 20/PK	49.3%
MP116911500	LYSING MATRIX B 500X 2ML TUBES	57.8%
PI78426	PHOSPHATASE INHIB 5 X 1ML	31.9%

PIA32963	PIERCE PROTEASE INH TBLTS	29.4%
SX184	SCINTIVERSE BD 4L	67.6%
23062125	BLOOD BNK SALINE .9%NACL 10LT	87.1%
23287304	SURGISCREEN 3X10ML 0.8% 3/PK	67.7%
23762960	CASSETTES L/PID PROFILE 10PKRX	64.9%
BP2633500	HYDROGEN PEROXIDE 30%, 500ML	67.4%
LC117505	BRC ACID 4% W/BCG LABCHEM 20LT	74.1%
SI22500	BROMOTHYMOL BLUE SOL CRT 500ML	76.5%
LC129101	ORG C 1000PPM LABCHEM 500ML	76.6%
LC132602	COLOR REAG-CHLR LABCHEM 1LT	76.5%
093282	NBS CONDUCTVTY STDS .01 MEG	69.5%
23245685	PROTOCOL 10% BUFF FORMALN 5GAL	91.9%
23290065	LABCRAFT DIONZ WTR 16OZ 12/CS	91.8%
049	WP COMPLEX CYANIDE	27.4%
2546701SC	ETHANOL, DENATURED, 70%, 4L SC	77.4%
LC138501	EDTA TITR 0.01M LABCHEM 500ML	76.7%
310032	FERRIC CHLORIDE, 0.025%, 1 L	71.8%
31734	FLUORIDE STD, 1000 PPM, 120 ML	65.8%

Appendix B- Cost/Category Discounts

325516	GLUCOSE-GLUTAMIC ACID, 500 ML	76.0%
LC150704	HCL 10% LABCHEM 4LT	76.5%
LC156201	IODINE 0.025N LABCHEM 500ML	74.8%
A4591	ISOPROPYL ALCOHOL 70% 1LI	73.2%
453032	MAGNESIUM SULFATE, 2.25%, 1 L	70.7%
LC179401	NH3STD 1000PPM N LABCHEM 500ML	76.8%
58394	PHOSPHATE STD, 1000 PPM, 120ML	67.5%
SP3401	POT BI-IODATE SOL N/40 CR 1L	76.2%
LC226006	AG NTRT 0.0141N LABCHEM 10LT	64.2%
SS256500	SODIUM HYDROX SOL 5N CRT 500ML	78.3%
AA47209AP	STARCH INDIC SOL 1% AQ S 500ML	28.0%
825032	SULFURIC ACID, 0.1 N, 1 L	72.1%
SA94101	TCA, 10% W/V, 1L	83.3%
96501	ZINC SULFATE, 1.180 SG, 4 L	80.5%
H325500	HYDROGN PEROX 30% CR ACS 500ML	87.7%
0344822	LATEX BULB 2ML 72/PK	91.6%
13681102B	PIPET FILLER SILICONE BLACK	81.1%
1368119	PORTABLE PIPET AID 110V	62.6%
FBE1200010	FISHERBRAND ELIT 12-CH 1-10UL	52.7%
FBE00100	FISHERBRAND ELITE 10-100UL	59.0%
FD10001G	MICROMAN E M10E 1-10 UL	48.7%
14222726	TIP 200UL WDE BRE CL BLK 20KCS	76.4%
0540362	EPTPS BLK 0.1-5ML 500TP 500/CS	49.6%
13683708	CBT ADVANCED 50ML STNDRD 100CS	45.2%
14245149	FINNTIP 10 REFILL KIT 3840/CS	57.8%
087714	DISH CULT INSRT 24 WELL 48/CS	57.8%

02681376	1.2ML PL MICROTITER TB 1000/PK	72.5%
02682000	0.5 MICROCENTRIFUGE TUBE NAT	81.3%
1495949B	TUBE PP CONICAL 15ML 500/CS	58.7%
0553853D	CENT TUBE 15ML PP DISP 500/CS	48.2%
02912723	CRYOELITE 2ML FS PTCH 1TH/CS	71.2%
033377D	VIAL CRYOGENIC 2.0ML 500/CS	45.9%
1050026	2.0ML CRYOVIAL EXT THRD 100/PK	70.9%
1185039	NMR TUBE ECONOMY 5MM 7IN 5CS	47.3%
1496125	TUBE CULT DSP 10X75MM 1000/CS	83.3%
14958A	DCT FLINT GLASS 6X50MM M/CS	77.5%
10040F	NM FLASK ERLNM 250ML 12/PK	67.9%
07250069	70024 CYL TD PYRX VST 100ML 1PK	59.7%
08561A	CYLINDER WHITE SCALE 50ML 6/CS	58.1%
0720083	PLATE 6-WELL TC 50/CS	48.8%
08408240	CLEAR PLATE SEALERS 100/CSCLE	75.4%

Appendix B- Cost/Category Discounts

087721	TISSUE CULT PLATE 24WEL 50/CS	43.2%
0877222	TIS CULT DISH 100X20MM 500/CS	50.3%
08100241	CELL SCRAPER INDIV WRAP 100/CS	94.5%
22363549	CELL STRAINER 100UM STER 50/CS	76.3%
12556003	BIOLITE 150MM TC DISH 120CS	63.9%
02912744	CELLINE 1000 BIOREACTOR FLASK	44.4%
12556010	BIOLITE 75CM2 FLSK VENT 100/CS	90.5%
22363607	FB LP 10UL RIG YL 10BG 960/PK	78.8%
31501444	CRUCIBLE GOOCH LOW FORM 30ML M	63.7%
FB965D	CRUCIBLE HIGH FORM 15 ML 6/PK	88.3%
FB965S	CRUCIBLE COVER 34MM6/PK	90.2%
12007180	BENCHKOTE PAPER 46X57CM 50/PK	52.1%
1199918	LABMAT LINER 20INX50FT ROLL	77.2%
22079691	SCALPEL BLADE #11 CARBON C/PK	56.7%
089275A	SCALPEL DISPOSABLE NO10 20/PK	91.6%
17989126	100PK GEM SE .009 SINGLEQUT	64.1%
08935	SS SCISSORS CURVED DISSECT	94.4%
1337412	PARAFILM 4 IN X 250FT/RL	84.9%
01213104	ALUMINUM FOIL 18IN X 50FT	93.8%
02215467	THERMOMETER SWIVEL CLAMP	62.4%
058495Q	CLAMP HOSECOCK VARI-FLOW	77.1%
05754Q	CLAMP HOLDER	91.4%
0640611A	FLANGE STOPPER FOR 7X13 M/CS	74.0%
0640610	STOPPER 2 LEG 20MM CS1000	71.5%
K7742610014	SLEEVE STOPPER SIZE 14 50/CS	61.2%
14135E	RUB STPR 1 HOLE NO3 APPX 41PK	92.5%
02617581	CVR GLS 20MMX26MMX.5MM EA 6/PK	79.4%
0267155A	HEMACYTOMETER DBL IMPROV N LVY	56.6%
055555	FUNNEL 60MM DISP PS 100/CS	62.1%

211953	FB MAXI TIPS 1000-5000UL 250PK	83.7%
055555	FUNNEL 60MM DISP PS 100/CS	62.1%
1590125B	TAPE YELLOW 25MMX55M 3/CS	90.3%
3116000015	PIPETTE CAROUSEL 2	28.4%
0666656	PIPET STATION	75.4%
024019	SPILLTRAY AND DRYING RACK EA	55.2%
502067749	BOILING STONES TFE 450GM BTL	27.9%
13361B	STAINLESS-STEEL UTILITY TRAY	88.2%
08615A	DESICCATOR WITH PLATE 200MM	72.0%
0864223B	DESSICATOR CBNT 12X12X12 1CS	57.6%
19100378	CVRLl BTS ELAS WRSTCLR XL 25CS	58.5%
18022830	LAB COAT WHITE MED 36-40 25/CS	70.1%

Appendix B- Cost/Category Discounts

0136121	TYVEK SLEEVES WH 100PR/CS	46.2%
08647729	MITT PROTECTOR HOT HAND BLUE	69.8%
100285	EYE WASH BOTTLE 16OZ	73.6%
19041171D	NITRILE 3M PF TEX LG 200PK	63.7%
191600217	EYEWEAR WILLSON A700 EA	81.6%
191501035	GLV NITRILE EXAM PF SZM CS	7.1%
19805610	HEADCVR WHITE MED/LRG 5/CS	44.2%
19037892	APRN PLYETH 1-3/4M 600/CS	55.9%
19800051	LBCT FIRE/CHEM/SPLSH RSTNT LGR	65.6%
19045450C	SHCVR SURE STEP LG WH 200/CS	57.3%
19181503	FB IMPACT GOGGLE CLEAR AF LENS	81.5%
19181514	FB CLEAR SAFETY GLASSES	77.8%
12888001A	FACEMASK 3 PLY EARLOOP 500CS	79.0%
19096899	RESPIRATOR 3M 7502 MED	53.8%
08885	NKLPLTD 4.5IN MED-PT FRCP	94.5%
19075212	BUBBLE POUCH 6COMPATMNT 25/CS	59.9%
23700209	SPEC BAG 6X9 ZIP 3WALL BH M/CS	92.6%
17987527	SPEC FTRA 9301 CLR CL XTRE 1PR	72.0%
S09567	TEST TUBE TONGS	64.3%
22349820	SWAB FLOCK REGULAR 100/PK TST	41.1%
19075383A	FB 50ML ABSROBENT SHEET 100/PK	66.6%
PD1504700	PLASTIC PETRISLIDES 100/PK	45.6%

Category Discount Schedule

*High volume Item Discounts Take Precedent

~~*All pricing subject to a Gross Margin Minimum (GMM) of~~
15%

Category Description	Discount off List
Apparatus All Other	28.5%
Microbiology Apparatus	29.8%
Racks	31.1%
Facility Safety Maintenance Operations Appar	29.7%
Clamps Trays and Supports	36.1%
Cryogenic Products	25.2%
Desiccators	30.2%
Fire Fighting Emergency Response Equipment M	25.5%
Liquid Handling Fillers and Dispensers	0.6%
PPE Fall Protection Safety	19.7%
APPARATUS EDUCATION	24.6%

Appendix B- Cost/Category Discounts

Biologicals All Other	9.3%
Prepared Microbiology Media Plates	26.6%
Antibodies	5.8%
Cell Culture Media and Reagents	19.8%
Blood Culture Systems	4.4%
PCR Supplies	8.4%
Dehydrated Microbiology Media	21.3%
Bovine Sera	37.6%
Microbiology Supplies	18.7%
Prepared Microbiology Media Tubes	14.3%
Microbiology Quality Control Supplies	8.9%
Enzymes	9.4%
Prepared Microbiology Media Bottles and Slides	3.1%
Nucleic Acids and Components	9.7%
Proteins	3.1%
BIOLOGICALS EDUCATION	26.1%
Consumables All Other	31.5%
PPE Hand Protection Thin Wall Gloves Safety	47.7%
Filtration Products Other Filtration Products	22.7%
Vials and Vial Inserts	33.1%
Pipets Serological Pipets	44.6%
Specimen Collection Evacuated Blood Tubes	15.7%
Microscope Slides	51.0%
Facility Safety Maintenance Operations Consu	36.3%
Cell Culture Flasks	26.1%
Tubes Centrifuge Tubes	34.8%
Pipetter Tips Universal Pipetter Tips	40.0%
PPE Apparel Safety	31.7%

Bottles Other	32.1%
Bottles Plastic Bottles General Purpose	33.9%
Microplates Other	18.3%
Controlled Environments Apparel Safety	35.0%
Specimen Containers	37.8%
Controlled Environments Wipers Swabs Safety	27.2%
Filtration Products Bottletop Filters	20.4%
Filtration Products Syringe and Syringeless Filt	24.4%
Controlled Environments Gloves Safety	44.3%
Filtration Products Centrifugal Filter Devices	7.7%
Pipetter Tips Pipetter Specific Tips	16.2%
Cell Culture Microplates	21.4%
Pipetter Tips Filtering Pipetter Tips	30.2%

Appendix B- Cost/Category Discounts

Cleaning Products	24.1%
Specimen Collection Winged Collection Set	11.5%
Microplates Assay Microplates	24.2%
Dishes Petri Dishes	59.8%
Tubes Test Tubes	36.8%
Tubes Storage Tubes	28.9%
Chromatography Columns	13.4%
Bottles Media Bottles	36.7%
Pipets Transfer Pipets	51.4%
Tubes Microtubes	48.3%
Syringes General Purpose Syringes	21.6%
Cell Culture Tubes	57.0%
Cell Culture Dishes	28.6%
Chromatography Supplies	16.7%
Cellware Specialty	19.7%
Bags Sample Bags	34.9%
Specimen Collection Microbiology and Transport S	17.7%
Pipets Other	47.2%
Tubing and Tubing Connectors	38.6%
Specimen Collection Urine Specimen Collection	21.4%
Bottles Glass Bottles General Purpose	35.7%
Specimen Collection Blood Specimen Collection	18.7%
Specimen Collection Tubes for Blood Collection	17.6%
Controlled Environments Housekeeping Matting P	28.3%
Syringes Other	20.5%
Bags Autoclaving Bags	49.5%
PPE Eye Face and Hearing Safety	40.9%
Flasks Other	32.9%
Filtration Products Filter Units	19.8%
Microplate Covers	19.3%
Flasks Volumetric	34.2%

Water and Wastewater Testing Supplies	21.6%
Dishes Other	45.6%
Facility Safety First Aid Identification Comm	25.0%
Specimen Collection Tube Needles	20.1%
Carboys and Jerricans	37.0%
Tubes Tube Closures	39.0%
PPE Hand Protection Work Specialty Gloves S	33.4%
Reservoirs and Reservoir Liners	26.4%
Coverslips	49.2%
Tubes Other	30.3%

Appendix B- Cost/Category Discounts

Specimen Collection Other	22.4%
Cylinders Laboratory	34.2%
Membranes For Hybridization and Transfer	13.0%
Autoradiography Supplies	13.2%
Waste Disposal Containers	36.9%
Bench Protectors	37.4%
Funnels	34.4%
Bags Other	27.4%
Cuvets and Cells	37.3%
Beakers Plastic and Other	36.2%
PPE Hand Protection Chemical Resistant Gloves	37.5%
Embedding Cassettes	20.4%
Beakers Glass	35.3%
Knives and Knife Blades	35.8%
Pipetter Tips Robotic Pipetter Tips	20.0%
Film and Foil Wrapping	42.3%
Pipetter Tips Other	40.8%
Stirring Bars and Rods	44.3%
Fire Fighting Emergency Response PPE Safety	54.6%
Stoppers	33.2%
Burets	35.7%
Samplers	23.4%
Spatulas General Purpose	34.0%
Crucibles	23.7%
Bottles Wash Bottles	36.9%
Pipetter Tips Repeater Pipetter Tips	23.3%
PPE Head Protection Safety	24.0%
CONSUMABLES EDUCATION	24.6%
Diagnostics All Other	7.3%
Clinical Diagnostic Kits and Reagents Other	19.0%
Clinical Controls Calibrators and Standards	19.0%
Protein Chemistry Reagents and Kits	4.9%
Clinical Diagnostic Kits and Reagents Influenza	19.3%
Molecular Biology Reagents and Kits Other	3.9%

Clinical Diagnostic Kits and Reagents Pregnancy	29.7%
Clinical Diagnostic Kits and Reagents Streptococ	7.3%
Western Blotting ELISA and Cell Imaging	7.7%
Clinical Diagnostic Kits and Reagents C. diffici	15.3%
Electrophoresis Reagents	9.7%
Tissue Processing Reagents	22.4%
Clinical Diagnostic Kits and Reagents General Ch	22.6%

Appendix B- Cost/Category Discounts

Immunoassay Testing	3.0%
Molecular Biology Reagents and Kits Nucleic Acid	5.5%
Molecular Biology Reagents and Kits DNA Extracti	9.9%
Clinical Diagnostic Kits and Reagents Urinalysis	17.8%
Dialysis Desalting and Buffer Exchange	3.4%
Microbiology Products	15.7%
Hematology Stains	11.2%
Immunoreagents	6.1%
Antibody Production and Purification	5.5%
DIAGNOSTICS EDUCATION	26.4%
Equipment All Other	18.9%
Refrigerators and Freezers Other	30.3%
Incubators	24.1%
Refrigerators and Freezers Ultra Low Temperature	22.0%
Pipetters Manual Pipetters	19.1%
Microscopes	22.9%
Centrifuges Benchtop General Purpose	17.6%
PPE Respiratory Protection Safety	24.0%
Microtomy Equipment	10.3%
Water Purification Other	20.4%
Hoods and Enclosures	20.9%
Centrifuges Benchtop Microcentrifuges	24.0%
Baths Other	22.6%
Centrifuges Benchtop Other	17.4%
Pipetters Other	19.2%
Pumps Vacuum	29.3%
Hotplates	28.9%
Shakers and Mixers Platform Shakers	20.3%
Ovens	28.2%
Shakers and Mixers Other	31.6%
Centrifuges Centrifuge Accessories	19.6%
Pipet Fillers	34.6%
Sterilizers	19.9%
Blenders and Homogenizers	26.0%
Pumps Other	23.1%
Electrophoresis Equipment	16.1%
Water Purification Pretreatment and Polishing Sy	16.2%

Evaporators	18.5%
Counting Devices	22.1%
Baths Water	31.4%
Stirrers Magnetic	26.3%

Appendix B- Cost/Category Discounts

Furnaces	27.6%
Mills	13.8%
Washers and Dryers for Glassware	28.7%
Pumps Tubing	17.7%
Stirrers Overhead	26.9%
Ultrasonic Cleaners	20.1%
Freeze Drying Equipment	29.7%
Microplate Washers	12.3%
Heaters	28.1%
Photodocumentation Systems	17.8%
Chromatography Equipment	0.7%
EQUIPMENT EDUCATION	26.1%
Furniture	36.6%
FURNITURE EDUCATION	26.1%
Chemicals All Other	29.2%
Organics	21.4%
Solvents Other	51.9%
Acids Inorganic	43.5%
Inorganics Other	37.6%
Buffers	33.7%
Solvents Acetonitrile	32.5%
Solvents Methanol	62.1%
Solvents Ethanol	33.6%
Histology Reagents	41.7%
Inorganics Sodium Compounds Inorganics	48.3%
Solutions for Chemical Testing	38.9%
Standards	24.2%
Solvents Isopropanol IPA	58.7%
Caustics	49.1%
Solvents Acetone	61.2%
Water	41.6%
Acids Organic	43.3%
Solvents Methylene Chloride	60.0%
Solvents Hexanes	69.4%
Solvents Xylenes	68.3%
CHEMICALS EDUCATION	26.1%
Instruments All Other	17.0%
Spectrometry and Spectrophotometry	6.6%
Balances Other	25.7%
Electrochemistry	22.1%

Appendix B- Cost/Category Discounts

Clinical Chemistry Analyzers	25.6%
Coagulation Analyzers	33.8%
Balances Analytical Balances	27.7%
Thermometers	26.1%
PH ORP Titration	25.8%
Instrumentation Radiation Chemical Noise Heat	5.4%
Microplate Readers	14.6%
Electrodes	25.3%
Thermal Cycling Instruments	10.5%
Timers	26.7%
Viscometry Instruments	16.9%
Anemometers and Flowmeters	18.6%
INSTRUMENTS EDUCATION	26.1%
Discount Not Allowed	0.0%
Unassigned	41.7%



**MASTER AGREEMENT
MA2024001 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, MA2024001, 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. Section X Warranty, 10.2 Warranty is changed to read "The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects."
 - b. Section XIV General Provisions, 14.2.3 Injunctive Relief is changed to read in part "Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages."
 - c. Footer Page 1 of 17, is changed to read "Page 1 of 17 Master Agreement".

Fisher Scientific Company L.L.C.

A handwritten signature in black ink, appearing to read "Jill Jones".

Electronically signed by Jill Jones
Representing Approver of the Non-
GWP document
Date: Apr 4, 2024 16:50 EDT

Jill Jones, Vice President Sales, Academic
and Government Markets

04-Apr-2024

Date

State of Idaho Division of Purchasing

Robert L. Morlan

Digitally signed by Robert L.
Morlan
Date: 2024.04.05 06:53:29 -06'00'

Bob Morlan, Purchasing Supervisor

Date



MASTER AGREEMENT

State of Idaho Contract MA2024001

Parties

Department of Administration, Division of Purchasing	Fisher Scientific Company, LLC
Division of Purchasing 650 W. State St., Room 100 Boise, ID 83720-0075	Fisher Scientific Company, LLC 300 Industry Drive Pittsburg, PA 15275

Contract Summary

Contract Number MA2024001 Contract Title: Laboratory Equipment and Suppliers Contract Effective: December 1, 2023	Service Start Date: March 1, 2024 Service End Date: February 28, 2029
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Recitals

1. This Master Agreement number MA2024001 for Laboratory Equipment and Supplies, Band 1 Full-Line Catalog ("the Master Agreement") is awarded in collaboration with NASPO ValuePoint by and through the Department of Administration, Division of Purchasing pursuant to state of Idaho solicitation number RFP20232032 ("the Solicitation").
2. The Contract is issued under the authority provided in the State Procurement Act, title 67, chapter 92, Idaho Code.
3. Fisher Scientific Company, LLC ("Contractor") agrees to provide Property as detailed herein.

Agreement

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

- 1.5 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead **State**.
- 1.8 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for five (5) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");

- 3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 **Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 **Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3 **Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 **Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 **Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**
- 5.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
- 5.2.2 State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.
- 5.3 NASPO ValuePoint Summary and Detailed Usage Reports**
- 5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master

Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

- 5.3.2 Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offerer's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.
- 5.3.5 Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- 5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
- 5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

- 5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- 5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.
- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed through the end of the 2024 calendar year.
- 6.1.2** Contractor may request a price increase no more than once per Contract year by submitting a request to the State at least thirty (30) days prior to the end of the then current term. Price increases must be calculated from the published price list and may only be requested in accordance with changes made by the manufacturer or distributor in their established, nationally distributed price list or published catalog. The Lead State reserves the right to accept or reject any proposed price increase. A price increase will not be effective until approved, in writing, by the Lead State.
- 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4** No retroactive adjustments to prices or rates will be allowed.

- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the goods are delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the

expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
 - 7.6.2** A shipping address and other delivery requirements, if any;
 - 7.6.3** A billing address;
 - 7.6.4** Purchasing Entity contact information;
 - 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6** A not-to-exceed total for the products or services being ordered; and
 - 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** Delivery is FOB Destination, inside delivery, to the Purchasing Entity's specified address unless otherwise agreed to by Purchasing Entity. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of .Q.D.e. year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to

the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Purchasing Entity's remedy under Section 10.3 shall be limited to repair, replacement, or refund detailed above.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon delivery, as set forth in Section IX.
- 10.6** Contractor hereby disclaims all other warranties, conditions, or guarantees with respect to the subject matter of this agreement, whether statutory, written, oral, express, or implied including, without limitation, any warranty of merchantability, suitability, or fitness for a particular purpose.
- 10.7** To the extent permitted by law, Contractor's cumulative liability to any Purchasing Entity for any loss or damage resulting from any claim, demand, or action under this Agreement shall be limited to the greater of (a) the amount paid by Purchasing Entity to Contractor in the twelve months preceding the claim; or (b) one million dollars (\$1,000,000.00). The foregoing limitation of liability shall not apply to claims that are subject to this Master Agreement's general indemnification and intellectual property indemnification obligations.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"), to the extent necessary to use the Product. The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any the act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement except to the extent that such claims, damages or causes of action are a result of the negligence or willful misconduct of NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, or their officers or employees..

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;

- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or

acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
- 14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
- 14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
- 14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately

compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
 - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- 14.8.3.1** Any remedy provided by law;
 - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
 - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
 - 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
 - 14.8.3.5** Suspension of Contractor's performance; and
 - 14.8.3.6** Withholding of payment until the default is remedied.
- 14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
- 14.9 Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State,

Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the **RFP**, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

Signatures

Division of Purchasing

Fisher Scientific Company, LLC

Signature: Robert L. Morlan
Digitally signed by Robert L. Morlan
Modulo
DN: cn=20.02.1, 15, 42, 1-otoc

Name: Bob Morlan

Title: Purchasing Supervisor

Date: 2/13/2024

Signature: Jill Jones
Digitally signed by Jill Jones
GxPDocuSign
Date: Feb 13, 2024 13:21 EST

Name: Jill Jones

Title: Vice President Academic and Government

Date: 13-Feb-2024

Attachments

Appendix A- Scope of Work
Appendix B- Cost/Category Discounts