

Participating Addendum

23PSX0261AD

This Participating Addendum is made by and between the State of Connecticut acting by its Department of Administrative Services (“DAS” or “Participating Entity”), in accordance with sections 4a-2, 4a-51 and 4a-53 of the Connecticut General Statutes, and Fisher Scientific Company, LLC (“Contractor”).

The Contractor and DAS agree as follows:

1. Except as otherwise provided in this Participating Addendum, DAS and the Contractor shall be bound by the terms of a certain National Association of State Procurement Officials (“NASPO”) master agreement number MA2024001 entered into between the Contractor and the State of Idaho, with an effective date of December 1, 2023 and a service start date of March 1, 2024, as amended by MA2024001 Amendment 1 dated April 5, 2024 (the “Master Agreement”) for the purchase of Laboratory Equipment and Supplies, Band 1 – Full Line Catalog.
2. The Master Agreement, attached to this Participating Addendum as Exhibit 1 and as modified by this Participating Addendum, binds DAS and Contractor, but only for purposes of enabling DAS to contract for Laboratory Equipment and Supplies, Band 1 Full-Line Catalog from Contractor and not to contract for any other purpose, including Band 2 – Microscopes (“Excluded Purchases”).
3. The Contractor and DAS are not bound to any terms of the Master Agreement that exclusively relate to the Excluded Purchases or to any modifications to the Master Agreement dated after the date of this Participating Addendum.
4. For purposes of this Participating Addendum, references in the Master Agreement to the State of Idaho and the Lead State shall be interpreted to mean DAS.
5. The following sections of the Master Agreement are deleted in their entirety:
 - a. Article V (NASPO ValuePoint Provisions), Section 5.2.2 (State Imposed Fees).
 - b. Article VI (Pricing, Payment & Leasing), Section 6.3 (Leasing or Alternative Financing Methods).
 - c. Article X (Warranty), Section 10.6 is deleted in its entirety.
 - d. Article XII (Indemnification) of the Master Agreement.
 - e. Article XIV (General Provisions), Section 14.1 (Records Administration and Audit).
 - f. Article XIV (General Provisions), Section 14.2 (Confidentiality, Non-Disclosure, and Injunctive Relief).
 - g. Article XIV (General Provisions), Section 14.11 (No Waiver of Sovereign Immunity).
 - h. Article XIV (General Provisions), Section 14.12 (Governing Law and Venue).

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- i. Article III (Contractor Responsibilities and Tasks) of Appendix A (Scope of Work), Section G (State Purchasing Card).
 - j. Article III (Contractor Responsibilities and Tasks), of Appendix A (Scope of Work) Section I (Records Maintenance and Reporting Requirements).
 - k. Article III (Contractor Responsibilities and Tasks), of Appendix A (Scope of Work) Section N (Audit Rights).
 - l. Article III (Order of Precedence) is amended by deleting sections 3.1.4 and 3.1.5.
6. Article X (Warranty), Section 10.7 of the Master Agreement is deleted in its entirety and replaced with the following:
- “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 limitation of liability shall not limit Contractor’s liability for:
1. Any actual or alleged claim that the Products or Services under this Contract infringe, misappropriate, or otherwise violate any intellectual property rights, including copyright and patent, by any software or other intangible deliverable, including opensource software that may be included in the Products, or Services provided under this Contract, or to any other liability for infringement of third party intellectual property rights;
 2. The foregoing limitation of liability shall not apply to Claims that are subject to Section 2.8 (Indemnification) of Exhibit 2, including but not limited to, Claims arising against the State for bodily injury to persons or damage to real or tangible personal property caused by Contractor’s negligence or willful misconduct;
 3. Contractor’s breach of its data security privacy obligations, including, without limitation, those obligations in this Contract; or
 4. Contractor’s gross negligence, fraud, or willful misconduct.”
7. Article XIV (General Provisions), Section 14.6 (Cancellation) of the Master Agreement is amended by replacing the sentence “Further, any Participating Entity may cancel its participation upon thirty (30) days’ written notice, unless otherwise limited or stated in the Participating Addendum.” With the following:

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“DAS, through a duly authorized employee, may Terminate this Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Contract prior to such date”.

8. The sentence “Contractor must provide and maintain an Internet-based ordering system consisting of a website that is accessible by both, the Purchasing Entity and the Lead State for the resulting contract. **This requirement is mandatory for Band 1 and optional for Band 2.** The web site, at a minimum, must.” in Article III(A)(3) of Appendix A is deleted in its entirety and the following is substituted in its place: “Contractor shall continue to provide and maintain an Internet-based ordering system found on the following link: [Laboratory & Production Essentials | Fisher Scientific](#). The website must be accessible to the Purchasing Entity and the Lead State and it is applicable to this Participating Addendum only for purposes of accessing the links to “Products”, “Applications” and “Tools”. **This requirement for an Internet-based ordering system is mandatory for Band 1 and optional for Band 2.** The website, at a minimum, must:”
9. The Contractor shall comply with the Connecticut Standard Terms, which are attached as Exhibit 2. As used in this Participating Addendum and Exhibit 2, the capitalized word “Contract” is deemed to refer to this Participating Addendum and its exhibits.
10. To the extent that DAS or the Client Agency fails to meet its obligations under this Participating Addendum, the Contractor’s exclusive remedies will be to seek redress against DAS or the Client Agency in accordance with applicable Connecticut law, including the claims commissioner process set forth in Chapter 53 of the Connecticut General Statutes concerning claims against the State.
11. Nothing in the Master Agreement as modified by this Participating Addendum shall be construed as a modification, compromise or waiver by DAS or the State of Connecticut of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State of Connecticut or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Master Agreement as modified by this Participating Addendum. To the extent that this section conflicts with any other section in the Master Agreement, this section shall govern.
12. Any Purchasing Entity or Client Agency may issue purchase orders against this Participating Addendum. “Purchasing Entity” or “Client Agency” means any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in the State of Connecticut and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and

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chooses to make purchases under, and pursuant to the terms and conditions of, this Participating Addendum.

13. Primary Contacts

Participating Entity:

Name: State of Connecticut, Department of Administrative Services, Procurement Division

Address: 450 Columbus Blvd, S1202, Hartford, CT 06103

Contact: Arlene Watson-Paulin

Telephone: 860-713-5237

Email: arlene.watson-paulin@ct.gov

Contractor:

Name: Fisher Scientific Company, LLC

Address: 300 Industry Drive, Pittsburgh, PA 15275

Contact: Lonnie Davis

Telephone: 706-951-8257

Email: lonnie.davis@thermofisher.com

14. Orders

Any order placed by a Client Agency shall be deemed to be a sale under and governed by the prices and terms of Exhibit 1, the Master Agreement and this Participating Addendum.

All purchase orders shall contain the references "Master Agreement No. MA2024001" and "DAS Contract No. 23PSX0261AD."

[Signature page follows]

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The parties are executing this Participating Addendum on the date below their respective signatures.

Fisher Scientific Company, LLC

By:  Electronically signed by
Jill Jones
Reason: Approver of the
Non-Gov document
Date: Aug 23, 2024
13:18 EDT

Printed Name: Jill Jones

Title: Vice President, Academic and Government

Date: 23-Aug-2024

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: Patrick DeConti

Printed Name: Patrick DeConti

Title: Contract Team Leader

Date: 08/23/2024

APPROVED AS TO FORM
STATE OF CONNECTICUT
Office of the Attorney General

BY: _____

Name: Jeffrey Zeman

Title: Assistant Attorney General

Date:



EXHIBIT 1 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
Modao
DN: c=US, o=Division of Purchasing, ou=Division of Purchasing, cn=Robert L. Morlan

Name: Bob Morlan

Title: Purchasing Supervisor

Date: 2/13/2024

Signature: Jill Jones Digitally signed by Jill Jones
Modao
DN: c=US, o=Fisher Scientific Company, LLC, ou=Fisher Scientific Company, LLC, cn=Jill Jones

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 A

SCOPE OF WORK

I. Master Agreement Objectives

The purpose of this competitive solicitation is to develop contracts for the purchase of laboratory equipment and supplies. The RFP is requesting proposals on two (2) defined bands ("Bands") of laboratory equipment and supplies, as follows:

Band 1 FULL-LINE CATALOG of laboratory equipment and supplies, excluding microscopes. Unless otherwise excluded, the resulting contract for this Band will include all laboratory equipment and supplies.

Band 2 MICROSCOPES

Offerors responding to Band 1, Full-Line Catalog and/or Band 2, Microscopes MUST accept orders from and extend contract prices to all 50 states and U.S. territories, to include qualified public entities and qualified non-profits.

II. Master Agreement Deliverables

A. BAND 1 – FULL-LINE CATALOG

Full-line catalog of laboratory equipment and supplies. Unless otherwise excluded, the resulting contract for this Band will include all laboratory equipment and supplies.

B. BAND 2 - MICROSCOPES

Microscopes including parts and components (e.g. illuminators, condensers, eyepieces, objectives, filters, stands, arms, bulbs, heads, power supplies, cases, dust covers, workbenches, cameras, monitors, keyboards, mice, software, maintenance, and support etc.) commonly used in a wide variety of public entity settings for educational, research, clinical requirements; including microscopes designed for applications in life sciences; materials sciences; and forensic sciences; as well as in environmental and industrial settings.

Including, *but not limited to*, the following types:

- Student microscope
- Monocular/Digital Compound Monocular microscopes
- Binocular/Digital Compound Binocular microscopes
- Trinocular Compound microscopes
- Dual-View Binocular compound microscopes
- Stereo/Digital stereo microscopes
- Digital Zoom microscopes
- Digital Imaging microscopes
- Polarizing Microscopy Polarized Light microscopes
- Electron Microscopy sample preparation
- Confocal instruments
- Inverted microscopes
- Metallurgical microscopes
- Gemological microscopes
- Asbestos counting microscopes
- Inspection System Stereo microscopes/projector microscopes
- Video & Digital, Stereo and compound microscopes with viewing screens
- EPI-fluorescent microscopes (binocular/trinocular and inverted models)
- Digital microscope cameras
- Measuring microscopes

Electron microscopes

A. Items Not Included In This Contract

The following items are NOT included in this RFP:

Equipment and Supplies which may be included in a vendor's catalog, but which are not specifically designed or intended for laboratory use (e.g. reception chairs, couches, coffee tables, general office equipment, etc.)

III. Contractor Responsibilities and Tasks

A. Ordering

1. Contractor must provide and maintain a toll-free phone number for order placement. At a minimum the buyer shall be able to place an order, inquire about orders, and be provided price and availability information. Contractor must establish a wait time to place an order of less than 3 minutes. The toll-free number must also provide customer service Monday-Friday, 8am-8pm EST.
2. Contractor must accept orders via email.
3. Contractor must provide and maintain an Internet-based ordering system consisting of a website that is accessible by both the Purchasing Entity and the Lead State, for the resulting contract. **This requirement is mandatory for Band 1 and optional for Band 2.** The web site, at a minimum, must:
 - a. Allow Participating Entities and Purchasing Entities to search Contractor's catalog based on key word, brand name, description, etc.
 - b. Provide List Price, Discount information and Contract Pricing for the Purchasing Entity (which may vary based on an individual state's Administrative Fee).
 - c. Allow Participating Entities and Purchasing Entities to place an order on-line, with a secure means for storing procurement card information.
 - d. Provide tracking/status information after an order is submitted.
 - e. Maintain a database for each Participating Entity. Purchasing Entities shall be identified by a unique number. The database shall include a comprehensive sales record that includes all sales for that Purchasing Entity for the life of the contract. The sales record shall include at a minimum: the date and status of each order (including the date of shipment); the quantity and pricing; as well as the contact information for the individual at the Purchasing Entity that placed the order.
 - f. Provide training materials and FAQs for use of the website and the contract, as well as troubleshooting tips.
 - g. Provide contact information for ordering, billing, credit, service, and other complaints/issues.
 - h. Provide a current list of names and contact information for all of Contractor's sales representatives assigned to support the Contract, identifying the geographic area assigned to each one.
 - i. The awarded Contractor(s) will have a maximum of sixty (60) calendar days after award to post their fully functional NASPO ValuePoint webpage on their company website. Failure to meet the sixty (60) day requirement will be considered a default and may lead to cancellation of the award.

4. Back-Orders

Contractor must take every available precaution to prevent back-order and out-of-stock contract items necessary for the operation of the Purchasing Entities' facilities. Contractor shall provide communication for back-ordered and/or out-of-stock contracted items. Contractor shall provide assistance to accommodate alternative/substitution items for products that are back-ordered or out-of-stock. Contractor must make effort to provide a price match in the event that the substitution item price is greater than the back-ordered item contract price.

B. Packaging and Delivery

1. Delivery is FOB Destination, inside delivery, to the Purchasing Entity's specified address unless otherwise agreed to by Purchasing Entity.
2. For items ordered under Band 2, Contractor will ship within 45 days, unless otherwise agreed to by Purchasing Entity, after receipt of order (ARO).
3. All other equipment and supplies must be delivered within seven (7) days ARO, unless a longer delivery time is agreed to by the Participating Entity. Contractor will be required to notify the Purchasing Entity within 24 hours of order placement if delivery cannot be completed as required by the Contract. Upon receipt of such notice, or upon failure to deliver within the specified time, the Purchasing Entity may cancel the order without penalty, and make the purchase elsewhere.
4. Delivery FOB destination must be included in pricing, no additional delivery fees may be charged except for items identified below. If any items ordered have special packaging (e.g. dry ice, hazardous materials), handling (e.g. next day delivery required), lift gate delivery or a special pricing arrangement has been made between the manufacturer and the Participating Entity that will require the Contractor to charge additional shipping, these items must be marked/flagged in the ordering system to clearly identify that they are subject to additional charges.
5. Contractor shall properly package and handle all items ordered under the resulting Contract, in accordance with industry standards and all applicable regulations.
6. Any products offered with an applicable shelf life must be date stamped (including gloves).

C. Late Delivery And Failure To Deliver

Contractor must deliver the equipment and supplies ordered pursuant to the resulting Master Agreement in accordance with all of the terms and conditions contained in the Master Agreement. Repeated failure to meet specified delivery requirements may result in Master Agreement termination, or the Lead State may pursue any other remedies that may be available to it, at its discretion. Contractor must complete delivery and installation within the time specified in Section III.B above but may agree to shorter timeframes with Purchasing Entities for specific orders.

D. Return of Items

1. Contractor Error

Equipment or Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Contractor or product performance shall be inspected within three (3) business days and be returned at Contractor's expense within five (5) business days after receipt of notification from the Purchasing Entity, with no restocking charge. If the original packaging cannot be utilized for the return, Contractor must supply the Purchasing Entity with appropriate return packaging within the five (5) business day period. Postage must be paid by Contractor, by issuing an appropriate label to the Purchasing Entity via e-mail and Contractor will assume the risk of loss in transit. The returned product shall either be replaced with acceptable equipment or supplies, or the Purchasing Entity must receive a credit or refund for the purchase price, at the Purchasing Entity's discretion.

2. Purchasing Entity Error

Standard stock equipment and supplies ordered in error by Purchasing Entities will be returned for credit within fifteen (15) days of receipt, at Purchasing Entity's expense. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable.

E. Invoicing

DO NOT INVOICE THE IDAHO DIVISION OF PURCHASING.

Contractor will invoice the Purchasing Entity which placed the order. All invoices must list the Entity name; unique identification number assigned by Contractor; Contract number (State of Idaho Master Agreement Number for resulting contract); date ordered; anticipated delivery date; item description, including manufacturer name and model number; list price; discount applied; and net cost to Participating Entity.

F. Customer Account Numbers

Contractor must establish unique customer/account identification numbers for use by each individual Purchasing Entity. Some Participating Entities may require (and Contractor will provide) multiple customer/account numbers (e.g. Universities with multiple laboratories).

G. State Purchasing Card

In order to be considered for award, the successful vendor must accept both VISA and MasterCard Procurement/Purchasing Cards to a maximum payment value of ten thousand dollars (\$10,000).

H. Training

Contractor must provide training that covers basic use of the website, performing searches, ordering, invoicing, customer service tools, credits, etc. to all Purchasing Entities upon request (no more than one, one (1) hour training session per Purchasing Entity per contract year), at no additional cost to the Participating Entity. Contractor may provide training remotely through videoconferencing, webinars, etc.

I. Records Maintenance and Reporting Requirements

Records Maintenance: Contractor must maintain books, records, documents, and other evidence pertaining to this Master Agreement as required in Attachment D.

Reporting Requirements: Contractor must provide summary and detailed usage reports as required in Attachment D and as required by individual states and Participating Entities.

J. Customer Service Requirements

The Contractor must offer sufficient customer service support to ensure timely delivery, competent technical support for the products, and profession and timely response and resolution to any issues.

K. Sustainability

The Contractor should promote corporate and local sustainability practices by aiming to reduce adverse effects on human health and the environment for the entire product lifecycle, including energy, water, safety, delivery, storage, packaging and training.

L. Cost

1. Discounts to Remain Firm or Greater

The percentage category discounts from the Contractor's submitted price worksheet is not to decrease for all updates or revisions of Contractor's price worksheet during the life of the Contract and any subsequent contract renewals; however, Contractor may increase the discount at any time. New items or replacement products are to be discounted at the same (or greater) rate as similar products or replaced items.

2. Price Negotiation During Contract Term

Contractor is expected to continuously negotiate with manufacturers to obtain improved discounts and extend improved pricing to Participating Entities. Contractor must agree to negotiate in good faith to establish ceiling prices or other more favorable terms and conditions between the Contractor and manufacturer that are applicable to future orders during the term of the Contract.

3. Price Lists and Updates

Contractor must furnish a "hard copy" and/or an electronic copy (at Lead State's option) of the price list(s) and periodic updates to the Division of Purchasing. Contractor must also furnish "hard copy" and/or electronic copy (Participating Entity's option) to all Purchasing Entities for which account numbers have been established. Contractor must distribute price lists in a timely manner as they become effective. Price lists may be updated no more often than quarterly. Updated price lists may include new items but may not increase the price of items which previously appeared unless the price increase is requested in accordance with Section M below. Updates must be simultaneous for the entire line of products. All price lists and website access/ordering capabilities must be supplied to the Participating Entities at no additional cost. Contractor must not add new replacement products for the purpose of a price increase. SKUs shall be consistent, and Contractor shall document discontinued items in writing when submitting replacement products.

4. Price List Access

At any time during the Contract and for a three (3) year period following the end of the Contract, the State reserves the right to request from the Contractor access to and/or a copy of the applicable price list used for the Contract's pricing basis for Contract pricing verification. Failure to provide the requested price list within three (3) business days following the State's request may result in Contract termination.

5. Additional Manufacturer Discounts

For contract items, the Contractor agrees to allow any particular Participating Entity to accept additional discounts offered by a Manufacturer for whom the Contractor is a distributor, if those discounts will result in a lower net price to the Participating Entity. The Contractor agrees to furnish these items under the terms and conditions of the Contract, but at the lower net price as agreed by the Manufacturer and the Participating Entity.

M. Price Changes

1. Price decreases or discount increases are permitted and encouraged at any time. Price reductions announced by a manufacturer must be applied at the time of the announcement for the products that have not yet been delivered to the Participating Entities.
2. All discounts offered must remain firm or higher during the term of the contract.
3. 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.

N. Audit Rights

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

O. Change In Contractor Representative

The Lead State Procurement Officer, at his/her sole discretion, may require a change in Contractor's Named Representative by giving written notice to Contractor.

P. Contractor Insurance Requirements

The Contract shall minimally meet insurance requirements as defined in the Master Agreement. Participating Entities may have different insurance requirements.

Link to Fisher Scientific Online Catalog:

FisherSci.Com

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%
MRCFOR100	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%
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%
05405369	SP ANA.R-6V300I-300PWBF308	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%
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 POUK 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%
S2HVU01RE	STERICUPHV150MLDURAPOREPVPDPK12	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%
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%
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/PK RX	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%
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%
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%
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%
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%
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%
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%
PROG0T0S2	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%
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%
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	REVCO 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%
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%
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%
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 ERLLENMEYER 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%
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 GRVITY 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%
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%
BP17521100	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%

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	RFL 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%
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 NICHK WIRE 3MM 12/PK	92.6%
B260001	SACHET GASPAK 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%
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 100ML1PK	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%
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%
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 ABSORBENT 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 I	25.5%
Liquid Handling Fillers and Dispensers	0.6%
PPE Fall Protection Safety	19.7%
APPARATUS EDUCATION	24.6%
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%
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	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	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%
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%
Immunoassay Testing	3.0%

Molecular Biology Reagents and Kits Nucleic Acid	5.5%
Molecular Biology Reagents and Kits DNA Extract	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 Temperatu	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%
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%
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 Previsions, 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
Reason: Approver of the Non-
GxP 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

Exhibit 2
Connecticut Standard Terms

1. Definitions

The following definitions apply to this Contract:

a. Business Day

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.

b. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

c. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

d. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, or State.

e. Contractor Parties

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity.

f. Deliverable

Each (1) Good, Service or fulfillment of Performance; and (2) warranty of a Deliverable(s) that

Exhibit 2
Connecticut Standard Terms

is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

g. **Reserved**

h. **Effective Date**

The date that the Connecticut Attorney General's Office approves this Contract, as evidenced by its signature.

i. **Goods or Services**

Goods, Services or both, as specified in this Contract.

j. **Reserved**

k. **Reserved**

l. **Reserved**

m. **Perform**

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

n. **Purchase Order**

A written or electronic document that the Client Agency issues for one or more Deliverables in accordance with the terms of this Contract.

o. **Records**

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

p. **Services**

The labor or work, necessary or appropriate for the Contractor to Perform.

q. **Reserved**

r. **Statement of Work ("SOW")**

Statement issued in connection with a Purchase Order for a Deliverable available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

s. **Reserved**

Exhibit 2
Connecticut Standard Terms

t. Term

The Term of this Contract plus any extensions exercised under this Contract is consistent and coterminous with the term set forth in the Master Agreement, as the Master Agreement may be amended.

u. Termination

An end to this Contract prior to the end of its Term.

2.1 Whistleblower Provision

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

2.2 Forum and Choice of Law

The parties deem this Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

2.3 Sovereign Immunity

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

2.4 Summary of State Ethics Laws

Exhibit 2

Connecticut Standard Terms

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

2.5 Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

2.6 Executive Orders and Other Enactments

- a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its Term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to Perform under this Contract if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.
- b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

2.7 Nondiscrimination

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- a. For purposes of this Section, the following terms are defined as follows:
1. "Commission" means the Commission on Human Rights and Opportunities;
 2. "Contract" and "contract" include any extension or modification of the Contract or contract;
 3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 9. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 10. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the

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immediately preceding enumerated items (1), (2), (3), or (4).

- b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior

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thereto to protect the interests of the State and the State may so enter.

- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

2.8 Indemnification

- a. Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Third Party Claims arising, directly or indirectly, in connection with this Contract for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in

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connection with Claims, Acts or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- b. Contractor shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the negligence or willful misconduct of the State or any third party acting under the direct control or supervision of the State.
- c. Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.
- d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims or both.
- e. Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract.
- f. This Section shall survive the Termination of this Contract and shall not be limited by reason of any insurance coverage.

2.9 Tangible Personal Property

- a. Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - 1. For the Term, Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - 2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - 3. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Contract if any, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - 4. Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

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5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.
- b. For purposes of this Section of this Contract, the word "Affiliate" means any person, as defined in section 12-1 of the Connecticut General Statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- c. Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

2.10 Audit and Inspection of Plants, Places of Business and Records

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Contract.
- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least written notice of not less than two (2) Business Days prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that in the sole but reasonable determination of the State, is sufficient to constitute a Breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract.
- e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the

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Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- f. Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g. Contractor's contracts or other agreements with any of its subcontractors will have audit and inspection provisions containing substantially similar rights and obligations as in this Section and in all events will be compliant with Conn. Gen. Stat. Sec. 4e-29 and Conn. Gen. Stat. 4e-30.

2.11 Protection of Confidential Information

- a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.
- b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
 - 3. A process for reviewing policies and security measures at least annually;
 - 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.
- c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner

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of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.

- d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

2.12 Confidentiality; Non-Disclosure

The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the State to its employees, agents or representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. For the avoidance of doubt, but subject to the State of Connecticut Freedom of Information Act ("FOIA"), the State is prohibited from disclosing Contractor's confidential information, without Contractor's prior written consent. The State's performance of the requirements of this Section shall be subject FOIA. Notwithstanding the foregoing, the State will undertake its best efforts to notify Contractor of any FOIA request.

All Records, Client Agency data, and any data owned by the State in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

2.13 Reserved

2.14 Reserved

2.15 Reserved

2.16 Reserved

2.17 Reserved

2.18 Reserved

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2.19 Reserved

2.20 Reserved

2.21 Reserved

2.22 Data: Access

- a. Access to Contract and State Data.

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

2.23 P-Card (Purchasing Credit Card)

- a. Purchases may be made using the State of Connecticut Purchasing Card Program ("P-Card Program or P-Card") in accordance with sections 4-98(c) and 42-133ff(a) of the Connecticut General Statutes.
- b. Contractor shall be equipped to receive orders issued by the Client Agency using the P-Card Program. The Contractor shall be responsible for the credit card user-handling fee associated with P-Card Program purchases. The Contractor shall charge to the P-Card only upon acceptance of Goods delivered to the Client Agency or rendering of Services.
- c. The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.
- d. Questions regarding the state of Connecticut P-Card Program may be directed to the Procurement Card Program Administrator at DAS.PCardAdmin@ct.gov.

2.24 Reserved

2.25 Iran Energy Investment Certification

- a. Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed

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to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

2.26 Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- b. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- c. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

2.27 Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

2.28 Reserved

2.29 Reserved

2.30 Disclosure of Records Concerning Governmental

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the

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request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

2.31 Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

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2.31 Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, **except for the agreements listed below**. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are:

Description of services provided:

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES:

Name of Former State Agency

Termination Date of Employment