

PARTICIPATING AGREEMENT

University of Florida

Under authority of

UF Contract No. ITN07TO-135

Between the Department and Fisher Scientific Company L.L.C.

Department of Management Services ACS# 490-000-12-ACS

Laboratory and Safety Supplies and Equipment

THIS PARTICIPATION AGREEMENT ("Participation Agreement") is made and entered into as of the date last set forth below by and between the State of Florida, Department of Management Services ("Department") and Fisher Scientific Company L.L.C. ("Contractor").

The Department is authorized by section 287.042(16), Florida Statutes, to evaluate contracts and, when determined in writing to be cost-effective and in the best interest of the State, to enter into an agreement authorizing all Eligible Users (as that phrase is defined in Rule 60A-1.005, Florida Administrative Code) to make purchases from such contracts.

WHEREAS, the University of Florida ("UF") and the Contractor are parties to the Memorandum of Understanding for Laboratory Supplies dated May 16, 2007 ("MOU"), under which other state universities and government institutions within the State of Florida that recognize Contractor as its prime supplier of laboratory supplies and execute this Participation Agreement may purchase products or services from Contractor.

NOW, THEREFORE, in consideration of the promises contained below and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Upon execution of this Participating Agreement by both Department and Contractor, the Department may purchase products and services under the MOU, subject to the terms and conditions of the MOU.
2. The Department acknowledges and agrees to be bound by the terms and conditions of the MOU, which are specifically incorporated herein by reference, except as otherwise specified in this Participating Agreement.
3. The Department agrees to designate Contractor as its sole prime supplier of laboratory and safety products of the type available from Contractor as catalog products. The Department shall cooperate with Contractor in encouraging its users and purchasing personnel to order catalog products from Contractor and shall strive for at least 80% of its total spend on such products to be with Contractor.
4. The Department hereby grants all Eligible Users permission to make purchases under UF Contract No. ITN07TO-135 "Laboratory Supplies" subject to the terms contained in this Participating Agreement.
5. **Changes/Additions to MOU Conditions**
 - 5a) **Prices:** The Hot List set forth at Attachment B hereto shall apply to this Participating Agreement. The discount schedule set forth at Attachment C hereto shall apply this Participating Agreement. Price reviews shall be as per the MOU.

5b) PUR 1000 Form: The Department Purchasing Form PUR 1000 is hereby incorporated into and made part of the Participating Agreement as "Attachment A." If there is a conflict between the terms and conditions provided in this Participating Agreement and the PUR 1000, the terms provided in the Participating Agreement shall control. Notwithstanding the foregoing, freight terms, product returns, and agreement termination shall be as per the MOU.

5c) Effective Date: The Participating Agreement shall become effective on the last date signed below and shall remain effective as long as UF Contract No. ITN07TO-135 is in effect, including Participating Agreement being extended and/or renewed, unless terminated earlier pursuant to Florida law or as provided in the Participating Agreement or the PUR 1000. Therefore, as is within the control of the parties, the parties agree that the term of this Participating Agreement will continue for its stated term, whether as part of an extension or renewal of the current Participating Agreement.

The Participating Agreement is hereby coterminous with the UF Contract No. ITN07TO-135, Laboratory Supplies.

5d) Orders: In order to procure products hereunder, buyers shall issue purchase orders or use a credit card, either of which will reference this Participating Agreement. Buyers are responsible for reviewing the terms and conditions of this Participating Agreement and UF Contract No. ITN07TO-135 referenced above. Neither the Department nor UF are a party to any purchase order issued hereunder.

5e) Compliance with Laws: The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Participating Agreement. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Participating Agreement termination.

5f) Other Eligible Users: If any additional ordinance, rule, or other local governmental authority requires additional contract language before an Eligible User can make a purchase from the Participating Agreement referenced above, in lieu of this Participating Agreement the Eligible User is responsible for signing a separate Participating Agreement with the Contractor.

6. Primary Contact:

The primary contact for the State of Florida for this Participating Agreement is as follows:

Name: Claudia Cooper, CPPB, Contract Manager
Agency: Department of Management Services, Division of State Purchasing
Address: 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone: 850-487-9847
Fax: 850-414-6122
E-mail: claudia.cooper@dms.myflorida.com

The primary contact for the Contractor for this Participating Agreement is as follows:

Name: Mark Mullins
Company: Fisher Scientific Company L.L.C.
Address: P.O. Box: 3970 Johns Creek Court, Suite 500, Atlanta, GA 30024
Telephone: 800-766-7000
Fax: 800-926-1166
E-mail: mark.mullins@thermofisher.com

7. Contract Number:

All purchase orders issued by purchasing entities within the State of Florida shall include UF Department of Management Services ACS # 490-000-12-ACS, unless otherwise provided by Florida Law, statute, rule or this Participating Agreement, the Department will not implement any additional restrictions on any Eligible User to purchase off this Participating Agreement. State agencies will not be required to submit a PUR 7102, Alternate Contract Source form, for purchases related to this Participating Agreement.

8. Contract Document:

This Participating Agreement, its attachment(s), and the MOU, set forth the entire Participating Agreement between the parties with respect to the subject matter of this Participating Agreement. If Terms and conditions inconsistent with, or in addition to, the terms and conditions of this Participating Agreement and associated Attachments, shall not be added to this Participating Agreement, by any subsequent purchase order or otherwise and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Agreement and its Attachments shall prevail and govern in the case of any such inconsistent or additional terms.

9. Event of Dispute:

This Participating Agreement, its attachment(s), and the MOU set forth the entire understanding of the parties. In the case of an ambiguity which requires extrinsic evidence to determine the intent of the parties, the following documents shall have priority in the order set forth below:

- i. The Participating Agreement, any exhibits, and any amendments
- ii. Memorandum of Understanding

10. Intellectual Property:

The parties do not anticipate that any intellectual property will be developed as a result of this Participating Agreement. However, any intellectual property developed as a result of this Participating Agreement will belong to and be the sole property of the state. This provision will survive the termination or expiration of the Participating Agreement.

11. Preferred Price:

The preferred pricing provision in Section 4(b) of form PUR 1000 shall not apply.

12. Employment Eligibility Verification:

Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Participating Agreement term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state Participating Agreement utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Participating Agreement term.

13. Scrutinized Company List:

In executing this Participating Agreement, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this Participating Agreement for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Participating Agreement.

14. Electronic Invoicing:

The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Contractor agrees, upon the Department's request, to establish electronic invoicing within ninety (90) days of written request. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below:

- **cXML (commerce eXtensible Markup Language)**

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services. *The cXML format is the Ariba preferred method for eInvoicing.*

- **EDI (Electronic Data Interchange)**

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services.

- **PO Flip via ASN**

The online process allows suppliers to submit invoices via the ASN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their ASN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Participating Agreement.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing upon contract award.

15. Reporting Requirements:

The Contractor shall submit the Contract Quarterly Report (Report) in Excel format within 30 days of the end of the quarter in the format that will provided by the Department electronically upon execution of this Participating Agreement.

The Department reserves the right to require the Contractor to provide additional reports. Failure to provide the Report and annual sales reports, including no sales, may result in the Contractor being found in default and Contract cancellation by the Department. Initiation and submission of the Report are the responsibility of the Contractor without prompting or notification by the Department. The Contractor shall submit the completed the Report by email to the Department's primary contact.

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

16. Warrant of Authority:

Each person signing this Participating Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

IN WITNESS WHEREOF, the parties have executed this Participating Agreement as of last date signed by the parties below.

**State of Florida,
Department of Management Services:**

By: Kelly Loll

Name: Kelly Loll, C.P.M.
Chief Procurement Officer &
Title: Director of State Purchasing

Date: 4/30/12

Fisher Scientific Company L.L.C.

By: Eric Patterson

Name: Eric Patterson
Title: Regional Vice President, Sales

Date: 04-27-2012

Approved as to form and legality

By: Barbara A. ...
Office of the General Counsel
Department of Management Services

4/25/12
Date

Enclosure: Attachment A, PUR 1000 Form

**Attachment A
State of Florida -- PUR 1000
General Contract Conditions**

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable Participating Agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity that will order products directly from the Contractor under the Contract.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

2. Purchase Orders. A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to

causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Customer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.

8. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

9. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

10. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

11. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

12. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

13. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during

Installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

14. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

15. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

16. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms - EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

17. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes

levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.

18. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

19. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at <http://dliis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

20. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

21. Limitation of Liability. For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

22. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

23. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

24. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

25. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor

first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

26. Scope Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

27. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

31. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

32. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

33. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

34. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

35. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

36. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

37. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

38. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

39. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

40. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

41. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

42. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

43. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

44. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

45. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

46. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

Attachment B - Hot List - Confidential

Index	Fisher Catalog Number	Fisher Catalog Description	Std Unit of Measure	2012 Std Unit Price	Alt Unit of Measure	2012 Alt Unit Price
1	01213	AL FOIL 1/2LB ROLL .00045X3IN	EA	50.42	CS	605.04
2	4032	WP SOLIDS QC	EA	78.75	EA	0.00
3	05402	TUBES 1.5ML NATURAL 500/PK	PK	24.64	PK	0.00
4	15904	3/4X80 YARD AUTOCLAVE TAPE	EA	4.15	EA	0.00
5	034481	BOX MICROSCOPE SLIDE 100P BLUE	EA	5.98	CS	430.56
6	034484	BOX MICROSCPE SLIDE 100PYELLOW	EA	5.85	CS	403.49
7	034485	BOX MICROSCPE SLIDE 100P WHITE	EA	5.98	CS	430.56
8	054027	TUBE SAFE-LOCK 2ML NAT 500/CS	CS	38.51	CS	0.00
9	055407	TB CULT STR 12X75MM PS 500/CS	CS	68.00	CS	0.00
10	65901	REAGENT ALCOHOL ACS, 4 L	EA	27.12	EA	0.00
11	087725	ASSAY PLATE 96WELL BTM 50/CS	CS	83.99	CS	0.00
12	093282	NBS CONDUCTVTY STDS .01 MEG	EA	22.75	EA	0.00
13	093283	NBS CONDUCTVTY STDS .001 MEG	EA	23.21	EA	0.00
14	093284	NBS CONDUCTVTY STDS .0001 MEG	EA	23.50	EA	0.00
15	097479	PLYCP36 TC 0.2UM W/BL STR 1/PK	PK	60.27	PK	0.00
16	125441	FF MICRO SLIDES 3X1 IN 144/GR	GR	20.36	CS	166.00
17	0180006	BAG SPEC BIOH 6X9 W/SCORE M/CS	CS	102.00	CS	0.00
18	265532	DPD INDICATOR, 1 L	EA	31.38	EA	0.00
19	270032	EDTA, 0.0100 MOLAR, 1 L	EA	9.30	EA	0.00
20	314432	FERROUS AM SULFATE 0.00282N,1L	EA	17.96	EA	0.00
21	0334172	VIAL SCINT 20ML HDPE 500/CS	CS	109.47	CS	0.00
22	0334173	VIAL SCINT 20ML PET 500/CS	CS	103.00	CS	0.00
23	0337524	CRIMP SEAL 11MM PTFE/RR 100/PK	PK	11.17	PK	0.00
24	0339116	VL 2ML CLR 10-425 SCRTHD 100PK	PK	17.39	PK	0.00
25	0339117	CAPSPTA 10-425BLPPTF/SIL 100PK	PK	21.00	PK	0.00
26	0339135	INSERT LG/D 300UL WSPRNG 100PK	PK	68.00	PK	0.00
27	0339715	TRGT C/T VIAL CLR 350UL 100/PK	PK	98.25	PK	0.00
28	0352516	BOX CARDBOARD PACKING W/O LINE	EA	2.06	EA	0.00
29	0353052	MULTI-PURP BIO-MAILER 8/CS	CS	66.00	CS	0.00
30	0510037	SHIELD FOR 15ML TUBES	EA	27.32	EA	0.00
31	0540314	EPTPS FLTR 0.1-105LS PCR 960CS	CS	108.07	CS	0.00
32	0540315	EPTPS FLTR 0.1-105LM PCR 960CS	CS	109.20	CS	0.00
33	0540316	EPTPS FLTR 0.5-20UL LPCR 960CS	CS	101.00	CS	0.00
34	0540317	EPTIPS FILTER 2-20UL 960CS	CS	109.20	CS	0.00
35	0540318	EPTIPS FILTER 2-100UL 960CS	CS	101.40	CS	0.00
36	0540319	EPTIPS FILTER 20-300UL 960/CS	CS	93.00	CS	0.00
37	0540320	EPTIPS FILTER 50-1000UL 960/CS	CS	109.20	CS	0.00
38	0540341	EPTIPS RELOADS 200UL 960/CS	CS	47.59	CS	0.00
39	0540366	EPTPS RCK 2-200UL 960/CSEPTP	CS	56.16	CS	0.00
40	0552745	CENTRIFUGE TUBE 15ML 1000/CS	CS	55.61	CS	0.00
41	0571988	BOTTLE CERT 1-LITER 12/CS	CS	26.00	CS	0.00
42	0571989	JAR CLEAR CERTIFIED 1L 12/CS	CS	52.73	CS	0.00
43	0571991	BOTTLE CERT/EPA 1-LITER 12/CS	CS	39.00	CS	0.00
44	580532	PHOSPHATE BUFF, DPD, 1 L	EA	16.78	EA	0.00
45	588732	COND STD, 100 5S/CM, 1 L	EA	18.00	EA	0.00
46	0666251	TIMER FISHER 99M595	EA	12.97	EA	0.00
47	0666414	DRY CLEANWIPES 100/PK	PK	6.34	PK	0.00

48	0666624	WIPES ALCOHOL/DI 100/PK	PK	15.81	PK	0.00
49	0875712	PETRI DISH 100X15MM 500/CS	CS	62.75	CS	0.00
50	0875713	PETRI DISH 100X15 BEV 500/CS	CS	65.20	CS	0.00
51	0877233	TC PLATE 6 WELL BULK TRAY80CS	CS	97.58	CS	0.00
52	0932811	CONDUCTIVITY SOL 1413 FISHER	EA	21.59	EA	0.00
53	0973556	FLTR PROWEIGH FOR TSS 100/PK	PK	118.00	PK	0.00
54	0987435	FILTER PPR GF/C 4.7 CM 100/PK	PK	67.75	PK	0.00
55	0987444	GLASS FBR PPR GFD 2.5CM 100/PK	PK	26.11	PK	0.00
56	0987464	GLASS FBR PPR GFF 2.5CM 100/PK	PK	68.36	PK	0.00
57	0987471	GLS FBR PPR GFF 4.7CM 100/PK	PK	93.48	PK	0.00
58	0987617	PH 0-14 BY 1 6X80MM 100/PK	PK	15.05	PK	0.00
59	1065601	MICROCON VIALS 100/PK	PK	41.56	PK	0.00
60	1183825	SPECMN CNT 8OZ PP W/O LD500/CS	CS	39.59	CS	0.00
61	1368063	ALCOHOL SWABS 1200/CS	CS	18.75	CS	0.00
62	1420637	SPR VERSI-DRY PROT20X250 1/CS	CS	87.68	CS	0.00
63	1424571	DISP U PLATES RIGID STY 50/PK	PK	64.00	PK	0.00
64	1482613	SYRINGE ONLY SLIP 10ML 100/PK	PK	16.04	CS	64.16
65	1496125	TUBE CULT DSP 10X75MM 1000/CS	CS	28.23	CS	0.00
66	1496126	CULT TUBE DISP 12X75MM 1000/CS	CS	27.48	CS	0.00
67	1496127	TUBE CULT DSP 13X100MM 1000/CS	CS	28.00	CS	0.00
68	1496130	TUBE CULT DSP 16X125MM 1000/CS	CS	49.12	CS	0.00
69	1516020	THERM EVER-SAFE -20/110C 76MM	EA	8.47	EA	0.00
70	1523561	WYPALL X60 TERI WIPERS 100/PK	PK	26.50	CS	192.00
71	1523579	WYPALL TERITWLS POPUP 1260/CS	CS	73.87	CS	0.00
72	2123635	TIP ART REACH 10UL 960PK	PK	66.00	CS	279.85
73	2137745	FINTP UNV .5-250 BULK 1000/PK	PK	34.22	PK	0.00
74	2137752	FINNTIP 63 2-10ML BULK 100/PK	PK	16.32	PK	0.00
75	2203115	UNIV VIRL TRANS SWAB STD 50/PK	PK	128.00	PK	0.00
76	02912310	JAR CLR CRTCLN W/PTFE 4OZ 24CS	CS	142.50	CS	0.00
77	03377293	CLR ID VIAL W/SLIT T/S 100/PK	PK	53.15	PK	0.00
78	05408129	MCT N/S 1.5ML NAT 500/PKMCT	PK	11.42	CS	114.14
79	05719101	VIAL EPA CLN W/SEP 40ML 72/CS	CS	89.00	CS	0.00
80	05719145	BOTTLE POLY CYL 16OZ 24/CS	CS	41.00	CS	0.00
81	05719146	BOTTLE POLY CYL 8OZ 24/CS	CS	33.50	CS	0.00
82	05719151	BOTTLE POLY B/R 4OZ 48/CS	CS	82.00	CS	0.00
83	05719183	BTL AMB B/R CLCR 250ML 12/CS	CS	26.54	CS	0.00
84	05719345	BTL W/M AMB RECT CERT 1L 24/CS	CS	124.77	CS	0.00
85	05719481	JAR SHORT WM CLR 250ML 12/CS	CS	45.34	CS	0.00
86	5887532	KCL COND STD, 500 US/CM, 1 L	EA	22.70	EA	0.00
87	06717734	O-RINGS FLUOROCARBON 25PK	PK	21.15	PK	0.00
88	06717992	SLEEVE GOOSENECK 5PK	PK	82.34	PK	0.00
89	06718495	INLET SEALS 10PK	PK	240.78	PK	0.00
90	06718814	SPE FLORISIL 6ML/1000MG 30PK	PK	94.00	PK	0.00
91	06718818	SPE SILICA 6ML/1000MG 30PK	PK	85.81	PK	0.00
92	09923345	INDICT FTA MICRO CARD 100PK	PK	315.00	PK	0.00
93	09923348	FTA PURIF REAGNT - 500ML 1PK	PK	180.00	PK	0.00
94	12100118	40ML AMBER/CERT/SS 72/CS	CS	67.00	CS	0.00
95	12460807	MG DRESS FCPS 12	EA	15.42	EA	0.00
96	13641874	TISAB III CONC 1 PINT	EA	108.61	EA	0.00
97	14190501	TBG STD 0.015 12PKTBG STD 0.0	PK	20.63	PK	0.00
98	14190507	TBG STD 0.045 12PKTBG STD 0.0	PK	20.63	PK	0.00

99	14190517	TBG MAN SOLVFLEX 0.010 12PKTB	PK	22.72	PK	0.00
100	14230232	PCR PLT 96 NO SKIRT NT 25CS	CS	41.00	CS	0.00
101	14376164	MICROCHCK TST FREE CHLRN 50PK	PK	12.69	PK	0.00
102	14827109	CONTAINER PHLEB PLAS RD 1QT	EA	1.45	CS	21.69
103	14850113	PH TEST STRIP 5.0-9.0	EA	7.60	PK	45.58
104	14955105	CONTAINER W/LID 8 OZ 100/CS	CS	91.44	CS	0.00
105	16320731	CONTAINER NSTL BULK 4OZ 500/CS	CS	102.84	CS	0.00
106	17988154	BANDAGE CLOTH 1X3 16/PK	PK	1.61	CS	16.08
107	17988401	BANDAGE 1X3 PLASTC STRIP 100CT	EA	3.43	EA	0.00
108	19002709	RESP P95 VLV FACE SEL OIL10/PK	PK	31.66	CS	208.26
109	19014860	WYPALL X70 WORKHORSE 152/CS	CS	31.46	CS	0.00
110	19025334	ASTROSPEC PATRIOT CL XTREM 1PR	EA	8.91	PK	75.71
111	19027343	BURN COMPOUND 1/8 6/PK	PK	3.67	CS	343.44
112	19041429	RESP 9211 N95 COOL FLW 10/PK	PK	21.71	CS	222.74
113	19043020	GLV GRAIN PIG DRIVERS LG 12PR	DZ	64.30	CS	643.00
114	19050216	REPELLENT INSECT 5 OZ	EA	7.33	CS	73.29
115	19054489	SLEEVE THUMB HOLE	EA	3.87	EA	0.00
116	19085057	14IN SLEEVE KEVLAR THUMB SLOT	EA	4.41	EA	0.00
117	19121275	GLS VIRT CLR TMP/LENS HC	EA	1.43	CS	142.50
118	19121276	GLS VIRT GRY TMP/LENS HC	EA	1.60	CS	31.98
119	19161589	LEIGHTNING L3 HEADBAND MUFF	EA	23.00	CS	414.05
120	19161802	742 CRTG ORG VAP GAS-P100 2/PK	PK	16.16	PK	0.00
121	19168175	3M RESPIRATOR 8200 N95 20/PK	PK	7.49	CS	59.91
122	19708002	SPEC ELEMENT CLR/CLR EA	EA	2.92	PK	24.30
123	19708003	SPEC ELEMENT SMK/BLK EA	EA	2.49	PK	14.25
124	19812008	COOLER 3 GALLON	EA	51.41	EA	0.00
125	19812009	COOLER 5 GALLON	EA	61.77	EA	0.00
126	19813754	CANNISTERS FOR FRM40 4/CS	CS	164.00	CS	0.00
127	19816783	GLV STRING 1-SIDE DOTS 12PR	DZ	11.56	CS	197.73
128	19816871	MED GRADE LEATH PLM GLV SAF CU	DZ	42.75	CS	346.60
129	21377146	FINNTIP 83 2-10ML 40/PK	PK	8.47	PK	0.00
130	21391330	COMBITIP EPP PLUS 5.0ML 100/CS	CS	78.00	CS	0.00
131	22040036	VACU 4ML K3EDTA PULL LAV 50/PK	PK	6.35	CS	122.00
132	22040046	VACUT 3.15L 3.2% CIT PULL 50PK	PK	9.90	CS	195.97
133	22040068	VACUET 5ML GEL PULL GOLD 50/PK	PK	14.15	CS	285.00
134	22040074	VACUET 6ML PULL CAP SERUM50PK	PK	8.03	CS	154.06
135	22130407	SHIPPER SMALL COOLER 8/CS	CS	41.38	CS	0.00
136	22314855	SEAL ALUMIN 11MM SEPTA 1000/CS	CS	84.02	CS	0.00
137	23004532	FPC E.COLI ATCC 51813 10/PK	PK	100.22	PK	0.00
138	23292758	AQUACHEK CHLOR TST STRP 50/PK	PK	7.41	CS	74.07
139	23400102	PLAIN WOOD APPLICATORS 864/PK	PK	7.55	CS	90.55
140	58880132	COND STD, 1000 5S/CM, 1 L	EA	19.67	EA	0.00
141	58884332	KCL COND STD, 5000 5S/CM, 1L	EA	27.17	EA	0.00
142	90072004	DOWFAZ 2A1 4 OZ	EA	8.41	EA	0.00
143	191201558	GLV D LTHR PLM GC MEN DZ	DZ	42.09	CS	214.61
144	191301633	INDUS WPR WYPALL X 180/CS	CS	16.59	CS	0.00
145	191501659	NEMESIS BLK/SMOKE LENS	EA	5.95	CS	62.00
146	5005720310	JUG HDPE NARROW MOUTH 1GAL 6CS	CS	27.34	CS	0.00
147	013817D	CVL TYVK HD ELS WA XL 25/CS	CS	152.75	CS	0.00
148	013817E	CVL TYVK HD ELS WA 2X 25/CS	CS	161.92	CS	0.00
149	01828A	BG AUTO PP RED 8X12 200/PK	PK	37.13	PK	0.00

150	01828C	BG AUTO PP RED 19X23 200/PK	PK	69.07	PK	0.00
151	01828D	BG AUTO PP RED 25X35 200/PK	PK	127.54	PK	0.00
152	02686202B	DILU-LOK PHOS BFR WM99ML 50/CS	CS	60.45	CS	0.00
153	0292410A	BOTTLE RECTANG AMB 4OZ 12/PK	PK	29.00	CS	117.00
154	029245A	BOTTLE RECTANG HDPE 4OZ 12/PK	PK	20.38	CS	79.49
155	033134C	BOTTLE SMPLE WM 125ML 72/CS	CS	52.75	CS	0.00
156	033134F	BOTTLE SMPLE WM 1000ML 24/CS	CS	74.30	CS	0.00
157	0333723C	VIAL SCIN 20ML PE W/CL 500/CS	CS	84.75	CS	0.00
158	0333930H	VIAL SHELL 23X85MM 6DR 144/PK	PK	36.07	CS	111.00
159	0337527B	TRGT VIAL SNAPIT 1D AMB 100/PK	PK	21.88	CS	373.97
160	033753A	TARGET POLY INSERT 100/PK	PK	86.00	PK	0.00
161	033753B	TARGET VL MICROSRT 400UL 500/PK	PK	56.25	PK	0.00
162	03377B	VIAL ID DP TARGT CLR 100/PK	PK	18.75	CS	340.00
163	0540224B	TUBES SAFE-LOCK 1.5ML 100/CS	CS	35.43	CS	0.00
164	0540224C	TUBES SAFE-LOCK 2.0ML 100/CS	CS	40.43	CS	0.00
165	0553841C	CENT TUBE DSP PLN 10ML 125/CS	CS	61.20	CS	0.00
166	056005241N	CRMP CP PTFE/SI 20MM 100PK	PK	80.39	PK	0.00
167	0640619B	CRIMP SEAL 11MM PTFE/RR 1000/CS	CS	84.00	CS	0.00
168	06666A	KIMWIPE SML 4-1/2X8-1/2 280/PK	PK	2.59	CS	148.25
169	07782E	CORKS XXX NO 2 500/PK	PK	35.26	PK	0.00
170	07782G	CORKS XXX NO 4 500/PK	PK	36.61	PK	0.00
171	088275B	SCALPEL DISPOSABLE NO11 20/PK	PK	29.85	CS	1,143.00
172	0973091A	COLIFORM VIAL W/O TABLT 100/CS	CS	45.20	CS	0.00
173	0974035A	FILTER SYRINGE .20UM 50/CS	CS	73.22	CS	0.00
174	09795C	FILTER PAPER 9CM 100/PK	PK	3.45	PK	0.00
175	09795F	FILTER PAPER 15CM 100/PK	PK	5.58	PK	0.00
176	09801C	FILTER PAPER 11CM 100/PK	PK	3.79	PK	0.00
177	09805B	FILTER PPR WH 1 5.5CM 100/PK	PK	6.73	PK	0.00
178	09805K	FILTER PAPER WH 1 27CM 100/PK	PK	41.02	PK	0.00
179	09825J	FILTER PPR GR 4 4.25CM 100/PK	PK	5.98	PK	0.00
180	09830K	FILTER PPR GR 5 7CM 100/PK	PK	9.42	PK	0.00
181	09850D	FILTER PPR GR41 12.5CM 100/PK	PK	36.29	PK	0.00
182	09865C	FILTER PAPER WH 50 9CM 100/PK	PK	26.27	PK	0.00
183	09873B	GLS FIBR FILT PPR 2.4CM 100/PK	PK	17.96	PK	0.00
184	09873DD	GLS FIBR FILT PPR 47MM 100/PK	PK	31.19	PK	0.00
185	1138756B	GLV LTX AMB PF ULTRA1 SM 50/PK	PK	24.00	CS	144.00
186	1138756C	GLV LTX AMBI PF ULTRA1 M 50/PK	PK	17.70	CS	148.00
187	1146267B	GLV DIAMOND GRIP PF S 100/PK	PK	9.95	CS	99.50
188	1146267C	GLV DIAMOND GRIP PF M 100/PK	PK	10.50	CS	99.50
189	1146267D	GLV DIAMOND GRIP PF L 100/PK	PK	9.95	CS	99.50
190	1146268A	GLV LTX EVOLUT 1 PF XS 100/PK	PK	9.75	CS	97.50
191	1146268B	GLV LTX EVOLUT 1 PF S 100/PK	PK	9.75	CS	97.50
192	1146268C	GLV LTX EVOLUT 1 PF M 100/PK	PK	9.75	CS	97.50
193	1181510D	JAR W/M PP 8OZ/250ML 6/PK	PK	22.53	CS	87.99
194	120097A	BOX DISP GLASS FLOOR MDL 6/PK	PK	50.03	PK	0.00
195	1367610B	PIPET SER DISP 1X1/100ML M/CS	CS	97.20	CS	0.00
196	1367611E	PIPET SER STL 10X1/10ML 200/CS	CS	31.36	CS	0.00
197	1367820A	PIPET DISP 5 3/4 IN 720/CS	CS	29.18	CS	0.00
198	136786A	PIPET DISP 5-3/4IN 250PK	PK	8.82	CS	33.38
199	13681102B	PIPET FILLER SILICONE BLACK	EA	16.70	EA	0.00
200	14168192H	TUBING VINCON PVC 100FT/PK	PK	107.28	PK	0.00

201	147919B	RACK GRIP NO-WIRE 15-16MM 60PL	EA	19.38	CS	132.52
202	14955114B	CONT MLTPRP 5OZ GRD TR 300/CS	CS	58.00	CS	0.00
203	1495782A	CAP SCREW RUB LNR 13-415 M/CS	CS	72.63	CS	0.00
204	14958A	DCT FLINT GLASS 6X50MM M/CS	CS	23.48	CS	0.00
205	1495949A	TUBE CONIC 50ML W/RACK 500/CS	CS	104.50	CS	0.00
206	1495970C	CENTRIFUGE TUBE PP 15ML 500/CS	CS	98.76	CS	0.00
207	1496226D	CUL TUBE BOR SC 13X100 1000/CS	CS	184.00	CS	0.00
208	1496226G	CUL TUBE BOR SC 16X125 1000/CS	CS	221.00	CS	0.00
209	14965C	TEST TUBE BASKET 9X9X9 IN	EA	14.46	CS	57.83
210	17176C	5G/19L SAFE CAN RED	EA	43.86	EA	0.00
211	1788530J	ASTROPSEC PATRT CLR DUOFLX1PR	EA	8.16	PK	69.33
212	19033413C	TACOMA BLK FRAME CLR LENS	EA	2.08	PK	22.45
213	19048723A	GLV MDCLGRD PWDFR NTL S 100/PK	PK	9.95	CS	99.50
214	19050548B	GLV LATX EXM FB ALOE MD 100/PK	PK	12.93	CS	105.22
215	19050550B	GLV NTRL EXM FB ALOE MD 100/PK	PK	20.03	CS	144.69
216	19050550C	GLV NTRL EXM FB ALOE LG 100/PK	PK	16.35	CS	145.00
217	19058801A	GLV EXAM AMB LTX PF XS 100/PK	PK	11.10	CS	103.00
218	19058801B	GLV EXAM AMB LTX PF SM 100/PK	PK	11.09	CS	89.95
219	19058801C	GLV EXAM AMB LTX PF MD 100/PK	PK	11.09	CS	89.95
220	19058801D	GLV EXAM AMB LTX PF LG 100/PK	PK	11.10	CS	89.95
221	191301597A	FB NITRILE GLV PF LF XS 100/PK	PK	18.33	CS	155.74
222	191301597B	FB NITRILE GLV PF LF S 100/PK	PK	10.88	CS	106.60
223	191301597C	FB NITRILE GLV PF LF M 100/PK	PK	10.88	CS	106.60
224	191301597D	FB NITRILE GLV PF LF L 100/PK	PK	10.88	CS	106.60
225	191301597E	FB NITRILE GLV PF LF XL 100/PK	PK	10.88	CS	108.80
226	19149863A	EXAMGLV NITR 9.5 SZ S 100EA/PK	PK	12.75	CS	126.50
227	19149863B	EXAMGLV NITR 9.5 SZ M 100EA/PK	PK	12.65	CS	126.50
228	19149863C	EXAMGLV NITR 9.5 SZ L 100EA/PK	PK	12.65	CS	126.50
229	19149863D	EXAMGLV NITR 9.5 SZXL 90/PK	PK	12.65	CS	126.50
230	19149864B	EXAMGLV NITR 12IN SZ M 50EAPK	PK	18.45	CS	135.35
231	19149864C	EXAMGLV NITR 12IN SZ L 50EAPK	PK	20.35	CS	135.60
232	19170010D	GLV EXM AMB NTRL PF XL 100/PK	PK	7.37	CS	73.68
233	23900513A	LABCOAT XSAFE CEIL BLU S 10/PK	PK	25.70	CS	219.63
234	23900513B	LABCOAT XSAFE CEIL BLU M 10/PK	PK	24.99	CS	195.25
235	A144212	HYDROCHLOR ACID REAG ACS 21/2L	EA	28.33	EA	0.00
236	A1820	ACETONE CERTIFIED ACS 20L	EA	123.91	EA	0.00
237	A218500	OXALIC ACID CERTIF ACS 500G	EA	70.27	CS	303.10
238	A258500	PROPIONIC ACID CERTIFIED 500ML	EA	19.00	CS	73.74
239	A404	ACETONE PESTICIDE GRADE 4L	EA	53.63	CS	153.54
240	A40720	ETHYL ALCOHOL DENATURED 20L	EA	109.55	EA	0.00
241	A4524	METHANOL CERT ACS/HPLC 4L	EA	19.97	CS	79.87
242	A4544	METHANOL OPTIMA GRADE 4L	EA	28.82	CS	115.26
243	A61100	L-ASCORBIC ACID CRY ACS 100G	EA	26.50	CS	130.46
244	A9284	ACETONE OPTIMA GRADE 4L	EA	46.91	CS	184.00
245	AB0600	.2ML RKN PT PP N-SKRT NAT 25PK	PK	50.00	PK	0.00
246	AC125250010	DL-MALIC ACID, 99% 1KG	EA	58.88	EA	0.00
247	AC168871000	2,2-BIS(HYDROXYMETHYL)-2 100GR	EA	75.00	EA	0.00
248	AP4004700	GLASS FIBER FILTER 47MM 100PK	PK	29.89	PK	0.00
249	B14885	BOTTLED MEDIA 100GR	EA	242.60	EA	0.00
250	B21192X	XLD AGAR OPTILUX PLATE 20/PK	PK	27.06	PK	0.00
251	B21239X	TRYPT SOY AGR W/5% BLOOD 20/PK	PK	8.88	PK	0.00

252	B21365X	HEKTOEN ENTERIC AGAR 20/PK	PK	26.35	PK	0.00
253	D1424	METHYLENE CHLOR PST GD CR 4L	EA	57.00	CS	176.20
254	DF0123173	TRYPTONE 500G	EA	65.81	EA	0.00
255	DF0156173	LACTOSE 500 GM	EA	27.93	EA	0.00
256	DF0223172	UVM MODIF LISTERIA BR 500GM	EA	76.29	EA	0.00
257	DF0235178	UNIVERSAL PRE-ENRCH BROTH 500G	EA	50.90	EA	0.00
258	DF0370173	TRYPTIC SOY BROTH 500G	EA	45.02	EA	0.00
259	EZHAWG474	EZ-PAK HAWG 47Q8000 600/PK	PK	258.00	PK	0.00
260	ICN10076991	L-ASCORBIC ACID 1000G	EA	108.00	EA	0.00
261	ICN2633022	MURASHIGE AND SKOOG PLAN EA	EA	46.60	EA	0.00
262	ICN90331225	BREWERS YEAST 25LB	EA	82.00	EA	0.00
263	M95803	CLRPST STR PH0-2.5 100 STR/EA	EA	14.65	EA	0.00
264	M95863	CLRPAST STRP PH 0-6 100STR/EA	EA	18.48	PK	94.79
265	MHA000P2F	M-FECAL COLIFORM 50/PK	PK	59.00	PK	0.00
266	MRCF0R100	FORENSIC 100K NMWL 100PK	PK	318.00	PK	0.00
267	PD1504700	PLASTIC PETRISLIDES 100/PK	PK	54.87	PK	0.00
268	PD2004705	PTRI DSH 47MM ASEPTC MLD 600PK	PK	122.85	PK	0.00
269	PD20047S5	PETRI-PAD 47MM STER 600/PK	PK	162.00	PK	0.00
270	PRAS1020	MAXWELL16 CELL DNA PURF 48PREP	EA	212.00	EA	0.00
271	PRDC1000	PLEXOR HY SYSTEM 800 RX	EA	2,950.00	EA	0.00
272	R01202	BLOOD AGAR 100/CS	CS	34.50	CS	0.00
273	R01552	MACCONKEY AGAR 100/CS	CS	34.85	CS	0.00
274	R01880	THAYER MARTIN AGR MODFD 10/PK	PK	7.75	PK	0.00
275	R23700	DILUTION BOTTLE 90ML 72/CS	CS	79.00	CS	0.00
276	R8311006	RAPID ONE SYSTEM 20PK	PK	184.61	PK	0.00
277	S01763	PLASTIC FORCEPS POINT 4 YELPL	EA	0.41	EA	0.00
278	S47299	CLEANING TISH 4 X8 280/PK	PK	3.72	CS	171.52
279	S81310	SODIUM HYDROXIDE BEADS 10KG	EA	107.65	EA	0.00
280	S93270	ISOPROPYL ALCOHOL 70% SOLUTION	EA	5.86	EA	0.00
281	SB10120	BUFFER COLORED RED PH 4 20L	EA	84.38	EA	0.00
282	SB101500	BUFFER COLRD RED PH 4.00 500ML	EA	11.29	CS	52.85
283	SB10720	BUFFER COLORED YEL PH 7 20L	EA	83.65	EA	0.00
284	SB1074	BUFFER CLRD YEL PH 7.00 4L	EA	38.73	CS	123.08
285	SB107500	BUFFER CLRD YEL PH 7.00 500ML	EA	10.45	CS	54.00
286	SB11520	BUFFER COLORED BLUE PH 10 20L	EA	78.00	EA	0.00
287	SB1154	BUFFER COLRD BLUE PH 10 4L	EA	36.00	CS	123.00
288	SB115500	BUFFER COLRD BLUE PH 10 500ML	EA	11.34	CS	53.44
289	SH3002401	MEMEBSS LIQUID MEDIA 500MLME	EA	6.05	EA	0.00
290	SH3007002	DEFINED FBS 100ML	EA	94.00	CS	2,440.00
291	SH3052501	LEIBOVITZ L-15 W/ L-GLUT 500ML	EA	12.72	EA	0.00
292	SH3053802	WATER MOLECULAR BIO. 500ML	EA	12.13	EA	0.00
293	SLCR025NK	MILLEX .45UM PTFE 25MM 1000PK	PK	1,268.00	PK	0.00
294	SLGVX13NL	MILLEX 13MM .22UM PVDF 100/PK	PK	214.60	PK	0.00
295	T34120	TRICHLOROETHYLENE CR ACS 20L	EA	245.00	EA	0.00

Attachment C - CDC Discounts - Confidential

CDC Code	Description	Types of Products in CDC Code	STD Unit Disc	ALT Unit Disc
001	Fisher Mfg. Equipment	Centrifuges, rotors, incubator ovens, muffle furnaces, pH meters, isotherm ovens, water baths, versa bath hotplates.	40.2%	40.2%
002	FSE Furniture	FSE Furniture.	11.2%	11.2%
003	FSE Live and No Discount	FSE Live and No Discount.	1.2%	1.2%
005	Fisher Apparatus & Supplies	Mechanical balances, weights, burners, adapters, rotors, clamps, hotplates, stirrers, dry block, electrodes support stands, flexaframes.	51.2%	51.2%
007	Low Volume Apparatus	Low Volume Apparatus.	21.2%	21.2%
008	Low Volume Consumables	Low Volume Consumables.	39.2%	39.2%
009	Low Volume Equipment	Low Volume Equipment.	16.2%	16.2%
010	Equipment Accommodation	Centrifuges, rack cages, rotors, evaporators, furnace tubes, refrigerators.	24.2%	24.2%
011	Equipment	Vacuum pumps, centrifuges, stereo scopes, microscopes, tuttinauer autoclaves, furnaces, hotplates/stirrers, pH meters, circulators, freezers, turbidimeters, lab refrigerators.	21.2%	21.2%
012	Equipment	Vacuum pumps, microscopes/accessories, balances, centrifuges, conductivity meters, freezer dryers, furnaces, incubators, ovens, pH meters, motorized minipipet, freezers, water baths, blowers, hood protectors.	21.2%	21.2%
013	Apparatus & Supplies	Microwave knives, gloves, metering tubes/floats, floats, tube norprene, syringes, flask clamps, heaters.	29.2%	29.2%
014	Apparatus & Supplies	Scope accessories, adapters, chromatography paper, extract thimbles, filter paper, syringes, gloves, heaters, electrodes, culture tubes, cable covers, pipets turbidimeter.	31.2%	31.2%
015	Apparatus & Supplies	Belt guards, animal cages, weights, tissue grinder, Petri dishes, conductivity meters, filters, flasks, adapters, flow meter, heating tape, mantles, pump tube, electrodes, dispensers, stirrers, stoppers, needles, culture tubes, micropipets.	33.2%	33.2%
016	Apparatus & Supplies	Gloves, ampoules, filters, weights, balances, beakers, bottles, centrifuges tubes, serum bottles, Petri dishes, syringes, spectra mesh, gas samples bags, hotplates, heating tape, thermo flaks, UV lamps, aluminum ladders, scientific pens, repipets, HC tubes, safety stopper, tanks, probes.	35.2%	35.2%
017	Apparatus & Supplies	Statfree wear, vacutainer tubes, vials, bottles, centrifuge tubes, crucible, tissue grinder, dessicator plate, funnels, gloves, viscometers, pipets, pens, tempilstik, test tube holder, lattice rod, syringes, microdispenser.	39.2%	39.2%
018	Apparatus & Supplies	Lab coats, coveralls, twirbags, weights, beakers, bottles, vials, burets, sieves, centrifuge tubes, cylinders, dessicators, flasks, funnels, gloves, jars, autoclave tape, cover glasses, RTK labels, tubing, stir bars, racks, tanks, hydron, connectors, micropipet.	39.2%	39.2%

019	Apparatus & Supplies	Anti-static coats, weights, vacutainer tubes, screw caps, bottles, gloves, magnifiers, electrodes, pipets, pumps, sieves, thermometers.	56.2%	56.2%
020	Apparatus & Supplies	Lab coats, weights, vials, burets, gloves, viscometers, C-flex tubes, swabs, thermometers, connector tubes.	53.2%	53.2%
021	Apparatus & Supplies	Lab coats, autoclaving bags, weights, beakers, bottle brushes, burets, centrifuge tubes, corks, bylinders dessicator, dissecting blades/kits, fire extinguishers, gloves, hydrometers, labels, tapes, magnifiers, thermometers, pens, pipets, scissors, forceps, rubber stoppers, tubings, spatulas, stopwatches, racks.	61.2%	61.2%
022	Coming Std. & Alt. Unit	Beakers, tube adapters, bottles, burets, centrifuge tubes, cylinders, Petri dishes, flasks, funnels, vycor glass, stoppers, stopcocks, pipets, test tubes, connecting tubes.	43.2%	43.2%
023	Kimble Std. & Alt. Unit	Beakers, weigh bottles, burets, condenser cylinders, flasks, funnels, glass tubing, graduate pharm, stoppers, test tubes, centrifuge tubes.	43.2%	43.2%
024	FSCO Pipets	OST pipets, TC-TD pipets, volumetric pipets, mohr pipets, bacteria pipets, sero pipets, kolmer pipets, lang pipets, kirk pipets.	36.2%	36.2%
025	FSE Chemicals	FSE Chemicals.	12.5%	12.5%
026	FSE Equipment	FSE Equipment > \$250.	7.0%	7.0%
027	Proprietary	Cell acetate, pump tubing, Cameo I & II, PTFE filters, glass filter, discs, emery roll, belts, cut-off wheel nylon, nylon membranes, membrane discs, weights, filter paper, UV lamps, lab ranger, adapter, storage box, shelves.	38.2%	38.2%
028	Proprietary	Fisher Private Label Instruments - vacuum pumps, balances, reliances, pressure vessels, circulators, recorders, freezers, stirrers.	31.2%	31.2%
029	Platinum ware - Apparatus	Apparatus platinum ware.	23.0%	23.0%
030	Fisherbrand HI Vol Consumables - 1	Cover glass, slides, vials, serum separators, pipet disposables, culture tubes, micropipet disposable, tips.	64.2%	64.2%
031	Fisherbrand HI Vol Consumables - 2	Autoclave bags, PP beakers, tainer tops, filter paper, gloves, cover glass, nylon membranes, urisystem, test tubes, blood buffer, culture tubes.	59.2%	59.2%
032	ICN BioChemicals (Do Not Discount)	Molecular Biology.	1.2%	1.2%
033	Acros Chemicals	Acros Chemicals.	13.2%	13.2%
034	Eastman Chemicals	Eastman Chemicals.	6.2%	6.2%
035	ICN RadioChemicals (Do Not Discount)	Molecular Biology	1.2%	1.2%
036	Vendor Diagnostics	Clinitest, animal blood, chemstrip, shigella, ames.	19.2%	19.2%
037	Vendor Diagnostics	Diagnostics includes: Bayer, BBI, Difco, Organon, Roche, Smithkline, Ciba Corning, Oxford Labware, Whale Scientific, Carter Wallace.	19.2%	19.2%
038	Vendor Diagnostics	ATI Orion, BBI, Edge Biological, Gugol Stain, Technical Products, Laboratory Diagnostics, L & F Prods., Medstat, Michdone Assoc., Pharmacia Adria Labs, Roche, Stanblo, Smithkline, Custom Labs, Ventrex, Precision Systems.	21.2%	21.2%
040	BW Bulk		1.2%	1.2%
041	Celline	Celline, saline solution, linear enzymatic, hematali reagent, PNPP reagent	11.2%	11.2%

042	Hematall Reagents	Coulter cards, Hematall reagents, carbol, iodine solution, safranin.	11.2%	11.2%
043	Hematall Controls	Hematall controls	11.2%	11.2%
044	Specialty - Controls	Specialty controls	1.2%	1.2%
045	Bridgewater General Reagent	Bridgewater General Reagent	1.2%	1.2%
046	Bridgewater High Purity	Bridgewater High Purity	1.2%	1.2%
047	Corning/Costar Tissue Culture	Corning/Costar Tissue Culture	35.2%	35.2%
048	Falcon Tissue Culture	Falcon Tissue Culture	35.2%	35.2%
049	Nunc Tissue Culture	Nunc Tissue Culture	35.2%	35.2%
054	Stains & Fixatives	Stains, fixatives, solutions, buffers, decalcifying hematoxylin, propanol citric acid.	16.2%	16.2%
055	Life Science	Life Science.	9.2%	9.2%
056	Fisher Microscopes	Fisher Microscopes & Accessories, Stereo Master II.	16.2%	16.2%
057	Life Science Instruments (Do Not Discount)	Life Science Instruments (Do Not Discount)	1.2%	1.2%
058	Kontes	Kontes	3.2%	3.2%
059	Furniture - Fisher	Furniture.	21.2%	21.2%
060	Kontes Glassware	JT Inner, JT Outer, JT Ball, JT Sockets, o-rings, hose connectors, stopcocks, valve, tube connectors, discs, flasks.	17.7%	17.7%
061	Furniture - Fisher Hamilton	Furniture.	16.2%	16.2%
062	Kimble-Kontes	Kimble Deitaware (VN8059), adapters, flasks, thermometer, tissue grinder, vacuum.	25.2%	25.2%
063	Corning - Std. Unit Only	Corning, tubing, glass, stopcocks, tubes, beakers, bottles, burets, tube centrifuge, jar, condensers, cylinder, distilling, dessicator, flasks, funnels, joint o-rings, pipets, stirrers, stoppers.	43.2%	43.2%
064	Kimble Glass - Std. Unit Only	Kimble beakers, burets, columns, cylinders, flasks, stoppers, funnels, jars, kettles, pipets, stopcocks, grinder tubes, bottles, rods, condensers, dessicators, Petri dishes.	43.2%	43.2%
065	Life Science Exclusives/Premium Products (Do Not Discount)	Life Science Exclusives/Premium Products (Do Not Discount).	16.2%	16.2%
066	Mallinkrodt SB Small Bulk Solvents	SB Small Bulk Solvents.	51.2%	51.2%
067	Mallinkrodt CB Carboy Acids	CB Carboy Acids.	1.2%	1.2%
068	Mallinkrodt RP Precious Metals	RP Precious Metals.	1.2%	1.2%
069	Mallinkrodt SC Spill Control / Safety Products	SC Spill Control / Safety Products.	24.2%	24.2%
070	Mallinkrodt Silica Gels	SG-Silica Gels.	31.2%	31.2%
071	EM Science	Chromatography and specialty products.	21.2%	21.2%
072	EM Science	Chromatography and specialty products.	6.2%	6.2%
073	FSE Supplies		13.1%	13.1%
074	FSE Microscopes		10.9%	10.9%
075	Corning Micro Chemware (VN8481, VN2047)	Corning Micro Chemware (VN8481, VN2047), flasks.	22.2%	22.2%
076	Corning Plus Glassware (VN2049)	Corning Pyrex plus bottle reagents.	31.2%	31.2%
077	Promega I - Wizard Kits	Promega I - Wizard Kits.	16.2%	16.2%
078	Promega I - Enzymes and	Promega I - Enzymes and Markers.	21.2%	21.2%

	Markers			
079	Electrophoresis	Electrophoresis	21.2%	21.2%
080	Electrophoresis	Electrophoresis	21.2%	21.2%
081	Life Science Biochemicals	Life Science Biochemicals.	26.2%	26.2%
082	Life Science Accommodation (Do Not Discount)	Life Science Accommodation (Do Not Discount).	11.2%	11.2%
083	Life Science Products	Life Science Products	16.2%	16.2%
084	Life Science Products	Life Science Products	10.8%	10.8%
085	FSD		1.2%	1.2%
086	Life Science Products	Life Science Products	19.2%	19.2%
087	Chromatography Supplies Accommodation Items	Chromatography APP., Americanbionet, Hewlett Packard, Linde Gases, SGE Inc., Universal Sci., I-Chem, J&W Scientific.	16.2%	16.2%
088	Chromatography Supplies	Chromatography APP., Hewlett Packard, Linde Gases, SGE Inc., Universal Sci., Competitive, J&W Scientific.	21.2%	21.2%
089	Chromatography Supplies	Exclusive proprietary chromatography competitive, Crossfield Chemical, SGE Inc.	16.2%	16.2%
090	Chromatography Supplies	Exclusive proprietary chromatography non-competitive, Crossfield Chemical, Linde Gases, SGE Inc., Universal Sci., Graphic Controls.	16.2%	16.2%
091	Chromatography Specialties	J&W Scientific.	16.2%	16.2%
092	Millipore	Millipore.	5.0%	5.0%
093	Specialty Products (DNA)	Outside vendor, Applied Immune Sciences, DNA <\$250, Micron Separations, New Brunswick Scientific.	11.2%	11.2%
094	General Distribution (DNA)	Koehler Instrument Co., outside vendor, Perstorp Analytical, DNA	2.2%	2.2%
095	Accommodation Items	Accommodation Items.	31.2%	31.2%
096	First Aid	Portable eyewash stations, showers, fire blankets, stretchers, aspirin, inhalants, bandages, first aid kits, gauze, tape, Sqwincher.	24.2%	24.2%
097	FSE Preserved		1.2%	1.2%
098	Premier Products DNA	Microcentrifuge, ferrules union refric circulator heating dir.	26.2%	26.2%
099	Leather Safety Footwear	Leather shoes and boots.	11.2%	11.2%
101	Solvents ACS	ACS solvents.	76.9%	76.9%
102	Solvents, Laboratory	Laboratory solvents.	66.4%	66.4%
103	Solvents, Histological	Histological solvents.	70.9%	70.9%
104	Solvents, HPLC (purity)	HPLC solvents.	68.9%	68.9%
105	Solvents, 99% MOL	99% MOL solvents.	1.2%	1.2%
106	Solvents, Pesticide	Pesticide solvents.	66.2%	66.2%
107	Solvents, Spectroanalyzed	Spectroanalyzed solvents.	66.2%	66.2%
108	Solvents, NF / USP / FCC	NF / USP / FCC solvents.	66.2%	66.2%
109	Solvents, Optima	Optima solvents.	66.2%	66.2%
112	Solutions, Normality/Std.	Normality/std. solutions.	66.2%	66.2%
113	Solutions, Atomic Absorb.	Atomic absorption.	66.2%	66.2%
114	Solutions, Buffers	Buffers 4B.	66.2%	66.2%
115	Solutions, Other	KF reagents, Iodine solution, sodium, formaldehyde.	66.2%	66.2%
119	Organics, Stains	Organics, stains.	66.2%	66.2%
120	Organics	Organics.	66.2%	66.2%
124	Inorganics, Salts, Drys, ACS	Salts, drys, ACS.	66.2%	66.2%

125	Inorganics, Salts, Drys-Tch	Purified calcium, ammonium, barium, Iron, lithium, potassium, sodium, zinc.	66.2%	66.2%
126	Inorganics, Precious Metals	Precious metals (all grades), silver, gold, mercury, nickelous, platinum.	66.2%	66.2%
127	Inorganics, Absorbents	Absorbents, silica gels, rexyrn, sieves.	66.2%	66.2%
128	Inorganics, NF / USP / FCC	NF / USP / FCC.	66.2%	66.2%
132	Big 5	Sulfuric acid, nitric acid, hydrochloric acid, acetic acid, ammonium hydroxide.	66.2%	66.2%
133	Other	Other - acids (formic, hydroiodic, hydrofluoric, perchloric, phosphoric).	66.2%	66.2%
137	Bulk, Solvents 20L, 200L	Bulk, Solvents - 20 liter, 200 liter.	66.2%	66.2%
138	Bulk, Solutions 20L	Bulk, Solutions - 20 liter.	66.2%	66.2%
139	Bulk, Inorganic	Bulk, Inorganic drys - 10kg.	66.2%	66.2%
140	Bulk, Organics	Bulk, Organics.	1.2%	1.2%
141	Bulk, Acids	Bulk, Acids - 20 liter; 6.5 gallon	1.2%	1.2%
142	Bulk, Absorbents	Bulk, Silica gel - 2.5kg to 25kg.	29.4%	29.4%
143	Bulk, Chemicals	Bulk, 200L & 50kg - 100 to 700lb.	1.2%	1.2%
144	Bulk, FL Specials	Bulk, FL Specials.	1.2%	1.2%
146	Proprietary Items	Acid spill, silicon oil solutions.	30.3%	30.3%
148	LSC Cocktails	LSC Cocktails.	21.2%	21.2%
149	Performance Cocktails		16.2%	16.2%
150	GC Resolv Solvents	Ultra Pure Solvents, chemical specialties, methanol P&T, acetone, methylene chloride.	30.9%	30.9%
151	Fisher Pak	Stainless steel systems - 30 liter to 200 liter.	1.2%	1.2%
152	PrepSep	Prep sep, empty prep	33.9%	33.9%
153	TissuePrep	Tissue prep.	48.7%	48.7%
154	Chemicals 1	Aqualan hydranal, pestanal stds., acids, buffers, Lab Chem, Ultra Scientific.	26.2%	26.2%
155	Downsized Items	Downsized items.	41.2%	41.2%
156	Scinti Cocktails	Scintiverse, scintisafe.	21.2%	21.2%
157	Chemicals 2	Chemicals.	39.2%	39.2%
158	MSA & Scott and complete units	MSA & Scott and Complete Units.	19.2%	19.2%
159	MSA & Scott excluding complete units	MSA & Scott Excluding Complete Units.	19.2%	19.2%
160	Mallinkrodt, GE GenAR Products	Gen Ar Products, miscellaneous.	21.2%	21.2%
161	Mallinkrodt, SP Specialty Products	Specialty Products.	61.2%	61.2%
162	Mallinkrodt, GD Gen Line Drys	Dry Reagents LT 12kg.	61.2%	61.2%
163	Mallinkrodt, RA Reagent Acids	Reagent acids in less than carboy sizes.	61.2%	61.2%
164	Mallinkrodt, GS Gen Line Reagent Solvents	General line reagent solvents in less than 20 liters.	61.2%	61.2%
165	Mallinkrodt, SD Small Bulk Drys	Small bulk (12kg), drys solvents (20L).	61.2%	61.2%
166	Mallinkrodt, LS Large Bulk Solvents	Carboy acids, large bulk solvents (200L), large bulk drys (100lb)	61.2%	61.2%
167	Mallinkrodt, DO Drop Ship Organics	Drop ship organics.	61.2%	61.2%
168	Mallinkrodt, SO Stock Organics	Stock organics.	61.2%	61.2%

169	Mallinkrodt, ST Standard Solutions	Standard solutions	61.2%	61.2%
170	Mallinkrodt, BT Life Sciences	Life Sciences, precious metal, other refer to price items, spill control and safety products; Lablink II.	1.2%	1.2%
171	Safety Instruments	Monitors, radiation, combustible gas, oxygen, detector tubs, badges.	12.8%	12.8%
172	Safety Cabinets / Capital Equipment	Flammables, acid, poison, wooden, mini bench, piggyback, undercounter vacuums.	26.3%	26.3%
173	Safety, PPE-Specialty Products	Hard hats and caps, suspensions, winterliners, spectacles, goggles, gortex nomex coveralls, level A & B suits, hazmat coveralls, fall protection.	22.0%	22.0%
174	Safety, PPE-Core Products	Coveralls tyrek, astrospecs, goggles, faceshields.	36.2%	36.2%
175	Safety, PPE-Commodity Products	Safety caps, earplugs.	25.5%	25.5%
176	Safety, Gloves Specialty Products	Viton, Butyl, Silver Shield, Lineman's Gloves and leather protectors, low voltage drybox, spectra, stainless steel, cut resistant, anti-vibration, cryo, zetex, karlar.	21.5%	21.5%
177	Safety, Gloves Core Products	Supported & unsupported latex, neoprene, nitrile, vinyl gloves, finger cots, leather, pigskin, polar bear.	35.2%	35.2%
178	Safety, Gloves Commodity Products	Cotton, jersey, inspectors, exam gloves, latex & vinyl, poly.	37.2%	37.2%
179	Safety, Respirator Specialty	SCBAs, EEBAs, PD Airline, con	24.2%	24.2%
180	Safety, Respirator Core	Disposable respirators, reusable, 1/2 mask, full face mask, gas mask, cartridges, filters, spare parts, cleaning equipment, white cap, alrhat, snap cap.	24.2%	24.2%
181	Safety, Footwear	Shoes, boots, socks, Bata rubber boots.	24.2%	24.2%
182	Safety, Contamination Control	Cleanroom wipes, pads, swabs, static shield bags, tacky mats, grounding cables.	24.2%	24.2%
183	Safety, Miscellaneous Specialty Products	Matting, industrial & lab mirrors, nomex shirt & pants, coveralls.	21.9%	21.9%
184	Safety, Miscellaneous Core Products	Safety cans, biohazard kits, coveralls-tyrek, shoe covers, isoclean.	24.2%	24.2%
185	Safety, Miscellaneous Commodity Products	Miscellaneous Safety items.	35.2%	35.2%