

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B9400403

PRINT DATE: 08/22/19

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SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

FISHER SCIENTIFIC CO LLC
3970 JOHNS CREEK CT STE 500

ATLANTA, GA 30024
(800)955-9999 EXT 4050

REFER QUESTIONS TO:

GWENDOLYN ADAMS
(410)767-7662
GWENDOLYN.ADAMS@MARYLAND.GOV

ITB:

EXPR DATE: 03/31/21
POST DATE: 03/29/19

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

ICPA NASPOVALUE POINT CONTRACT

FOR

LABORATORY EQUIPMENT AND SUPPLIES

THIS IS AN ICPA/MASTER AGREEMENT MA16000234-1,
INDIVIDUAL ITEMS COSTING IN EXCESS OF \$75,000, AFTER DISCOUNT, ARE
EXCLUDED FROM THIS MASTER AGREEMENT

ENCOMPASS/3RD PARTY ITEMS (IDENTIFIED WITH AN ENCOMPASS LOGO ON THE
FISHER WEBSITE

ENCOMPASS/3RD PARTY ITEMS ARE NOT PART OF THE MASTER AGREEMENT AND NOT
MANDATORY USE 3RD PARTY SHIPPING WILL BE PASSED THROUGH
TO THE ORDERING ENTITY
ENCOMPASS IS A SEPARATE ADDED SERVICE OFFERED BY FISHER TO PROVIDE 3RD
PARTY PRODUCTS.

FISHER SCIENTIFIC HAS BEEN APPROVED TO IMPLEMENT A FUEL SURCHARGE IN
COMPLIANCE WITH MASTER AGREEMENT MA16000234-1,

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TERMS (cont'd):

CONTRACT START DATE: 4/1/2019

CONTRACT EXPIRATION DATE: 3/31/2021

CONTRACT EXTENSION BASED ON AMENDMENT 1 OF NASPO VALUEPOINT MASTER AGREEMENT NUMBER MA16000234-1 (SIGNED 1/8/19)

IF THIS CONTRACT WAS BASED ON AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT(IPCA), THE RENEWAL OPTION(S) WILL BE BASED ON THE TERMS OF THE MASTER AGREEMENT AND THE PERFORMANCE OF THE VENDOR AND USAGE OF THE CONTRACT.

MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

VENDOR NAME: FISHER-SCIENTIFIC

VENDOR CONTACT: ERIC VAN DENBURG

TELEPHONE: (949) 842-9685

VENDOR EMAIL ADDRESS: ERIC.VANDENBURG@THERMOFISHER.COM

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
ABSORBENT - SURFACE	71.8%
ACIDS - INORGANIC	45.7%
ACIDS - ORGANIC	43.0%
ANEMOMETERS AND FLOWMETERS	18.0%
ANTIBODIES	5.8%
ANTIBODY PRODUCTION AND PURIFICATION	5.2%
APPARATUS - ALL OTHER	29.7%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
APPARATUS - EDUCATION	25.8%
AUTORADIOGRAPHY SUPPLIES	12.9%
BAGS - AUTOCLAVING BAGS	51.2%
BAGS - OTHER	27.1%
BAGS - SAMPLE BAGS	34.6%
BALANCES - ANALYTICAL BALANCES	27.1%
BALANCES - OTHER	25.4%

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TERMS (cont'd):

DISCOUNT CATEGORY NAME -----	DISCOUNT OFF LIST -----
BATHS - OTHER	22.0%
BATHS - WATER	30.8%
BEAKERS - GLASS	35.0%
BEAKERS - PLASTIC AND OTHER	35.9%
BEAKERS - SAMPLE	86.7%
BENCH PROTECTORS	37.1%
BIOLOGICALS - ALL OTHER	9.0%

DISCOUNT CATEGORY NAME -----	DISCOUNT OFF LIST -----
BLADES - SPECIALTY	29.2%
BLENDERS AND HOMOGENIZERS	25.7%
BLOOD CULTURE SYSTEMS	4.1%
BOTTLES - GLASS BOTTLES [GENERAL PURPOSE]	35.4%
BOTTLES - MEDIA BOTTLES	36.4%
BOTTLES - OTHER	33.3%
BOTTLES - PLASTIC BOTTLES [GENERAL PURPOSE]	35.1%

DISCOUNT CATEGORY NAME -----	DISCOUNT OFF LIST -----
BOTTLES - SAMPLE BOTTLES	50.0%
BOTTLES - STORAGE BOTTLES	76.3%
BOTTLES - WASH BOTTLES	36.6%
BOVINE SERA	37.3%
BUFFERS	34.9%
BURETS	35.4%
CARBOYS AND JERRICANS	36.7%

DISCOUNT CATEGORY NAME -----	DISCOUNT OFF LIST -----
CAUSTICS	50.8%
CELL CULTURE DISHES	28.3%
CELL CULTURE FLASKS	25.8%
CELL CULTURE MEDIA AND REAGENTS	20.8%
CELL CULTURE MICROPLATES	21.1%
CELL CULTURE TUBES	58.4%
CELLWARE [SPECIALTY]	19.4%

DISCOUNT CATEGORY NAME -----	DISCOUNT OFF LIST -----
CENTRIFUGES - BENCHTOP [GENERAL PURPOSE]	17.0%
CENTRIFUGES - BENCHTOP MICROCENTRIFUGES	23.4%
CENTRIFUGES - BENCHTOP OTHER	17.1%
CENTRIFUGES - CENTRIFUGE ACCESSORIES	19.3%

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TERMS (cont'd):

CHEMICALS - ALL OTHER	30.4%
CHROMATOGRAPHY COLUMNS	13.1%
CHROMATOGRAPHY COLUMNS AND SUPPLIES	17.4%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
CHROMATOGRAPHY EQUIPMENT	0.4%
CLAMPS, TRAYS, AND SUPPORTS	35.8%
CLEANING PRODUCTS	25.3%
CLINICAL CHEMISTRY ANALYZERS	25.3%
CLINICAL CONTROLS CALIBRATORS AND STANDARDS	18.7%
CLINICAL DIAGNOSTIC KITS AND REAGENTS	15.0%
C. DIFFICILE TESTING	

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
CLINICAL DIAGNOSTIC KITS AND REAGENTS	
GENERAL CHEMISTRY TESTING	22.0%
INFLUENZA TESTING	18.7%
OTHER	21.0%
PREGNANCY [HCG] TESTS	29.4%
SPECIALTY	61.2%
STREPTOCOCCUS TESTING	7.0%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
CLINICAL DIAGNOSTIC KITS AND REAGENTS	
URINALYSIS TESTING	17.5%
COAGULATION ANALYZERS	33.2%
COLLECTION - CAPILLARY	50.1%
CONSUMABLES - ALL OTHER	32.7%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
CONTROLLED CONTAINERS	87.1%
CONTROLLED ENVIRONMENTS	
APPAREL (SAFETY)	34.7%
GLOVES (SAFETY)	44.0%
HOUSEKEEPING, MATTING, PACKAGING, STATIONARY	28.0%
& TAPE (SAFETY)	
WIPERS & SWABS (SAFETY)	26.9%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
COUNTING DEVICES	21.8%

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TERMS (cont'd):

COVERSLIPS	50.6%
CRIMP CAPS	45.8%
CRUCIBLES	23.4%
CRYOGENIC PRODUCTS	24.9%
CUVETS AND CELLS	37.0%
CYLINDERS [LABORATORY]	33.9%

DISCOUNT CATEGORY NAME -----	DISCOUNT OFF LIST -----
DEHYDRATED MICROBIOLOGY MEDIA	22.5%
DESICCATORS	29.9%
DIAGNOSTICS - ALL OTHER	7.0%
DIALYSIS DESALTING AND BUFFER EXCHANGE	3.1%
DICHLOROMETHANE -SP	35.0%
DISHES - OTHER	47.3%
DISHES - PETRI DISHES	61.5%

DISCOUNT CATEGORY NAME -----	DISCOUNT OFF LIST -----
DISHES - PLASTIC	85.0%
DISHES - PLASTIC-SPECIAL	48.0%
DISHES MICRO - PLASTIC	40.0%
ELECTROCHEMISTRY	21.8%
ELECTRODES	25.0%
ELECTROPHORESIS EQUIPMENT	15.8%
ELECTROPHORESIS REAGENTS	9.4%

DISCOUNT CATEGORY NAME -----	DISCOUNT OFF LIST -----
EMBEDDING CASSETTES	20.1%
ENZYMES	9.1%
EQUIPMENT - ALL OTHER	20.9%
EQUIPMENT - EDUCATION	25.8%
EVAPORATORS	17.9%
FACILITY SAFETY - FIRST AID, IDENTIFICATION & COMMUNICATION, SPILL CONTROL & CONTAINMENT (SAFETY).	24.7%

DISCOUNT CATEGORY NAME -----	DISCOUNT OFF LIST -----
FACILITY SAFETY	
MAINTENANCE & OPERATIONS - APPARATUS(SAFETY)	29.4%
MAINTENANCE & OPERATIONS - CONSUMABLES(SAFETY)	37.5%
FILM AND FOIL WRAPPING	42.0%
FILTRATION - EMDB	84.4%
FILTRATION - EMDB	30.0%
FILTRATION - GLASS FIBER EMD	40.0%

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DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
FILTRATION - GLASS FIBER FBA	85.0%
FILTRATION - GLASS FIBER FBB	82.0%
FILTRATION - GLASS FIBER FBC	60.0%
FILTRATION - GLASS FIBER WH	30.0%
FILTRATION - TCLP	45.0%
FILTRATION PRODUCTS - BOTTLETOP FILTERS	20.1%
FILTRATION PRODUCTS - CENTRIFUGAL FILTER DEVICES	8.2%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
FILTRATION PRODUCTS	
FILTER UNITS	19.5%
OTHER FILTRATION PRODUCTS	23.9%
SYRINGE AND SYRINGELESS FILTERS [NONSTERILE]	25.4%
FIRE FIGHTING & EMERGENCY RESPONSE	
EQUIPMENT & MEDICAL (SAFETY)	24.9%
PPE (SAFETY)	56.0%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
FLASKS - OTHER	32.6%
FLASKS - VOLUMETRIC	33.9%
FREEZE DRYING EQUIPMENT	29.1%
FUNNELS	34.1%
FURNACES	27.0%
FURNITURE	36.3%
HEATERS	27.5%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
HEMATOLOGY STAINS	10.9%
HISTOLOGY REAGENTS	41.1%
HOODS AND ENCLOSURES	20.6%
HOTPLATES	28.6%
IMMUNOASSAY TESTING	2.7%
IMMUNOREAGENTS	5.8%
INCUBATORS	23.8%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
INORGANICS - OTHER	41.1%
INORGANICS - SODIUM COMPOUNDS [INORGANICS]	50.0%
INSTRUMENTATION RADIATION, CHEMICAL,	5.1%

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TERMS (cont'd):

NOISE, HEAT-STRESS & AIR QUALITY MONITORING (SAFETY)	
INSTRUMENTS - ALL OTHER	16.7%
KNIVES AND KNIFE BLADES	35.5%
LIQUID HANDLING FILLERS AND DISPENSERS	0.3%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
MEDIA - MICROBIOLOGY BDA	70.3%
MEDIA - MICROBIOLOGY BDB	50.0%
MEDIA - MICROBIOLOGY EMDA	35.0%
MEDIA - MICROBIOLOGY RA	93.0%
MEDIA - MICROBIOLOGY RB	70.3%
MEDIA - MICROBIOLOGY RC	65.0%
MEDIA - MICROBIOLOGY RD	26.0%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
MEMBRANES FOR HYBRIDIZATION AND TRANSFER	12.7%
MICROBIOLOGY APPARATUS	30.8%
MICROBIOLOGY PRODUCTS	15.4%
MICROBIOLOGY QUALITY CONTROL SUPPLIES	8.9%
MICROBIOLOGY SUPPLIES	18.7%
MICROPLATE COVERS	19.0%
MICROPLATE READERS	14.3%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
MICROPLATE WASHERS	12.0%
MICROPLATES - ASSAY MICROPLATES	23.6%
MICROPLATES - OTHER	20.3%
MICROSCOPE SLIDES	52.7%
MICROSCOPES	22.6%
MICROTOMY EQUIPMENT	10.0%
MILLS	13.5%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
MOLECULAR BIOLOGY REAGENTS AND KITS	
DNA EXTRACTION AND PURIFICATION	9.6%
NUCLEIC ACID LABELING AND DETECTION	5.2%
OTHER	3.6%
NUCLEIC ACIDS AND COMPONENTS	9.4%
ORGANICS	22.6%
OVENS	27.6%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
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TERMS (cont'd):

-----	-----
PAPER - SPECIALTY	90.5%
PCR SUPPLIES	8.1%
PH ORP TITRATION	27.0%
PHOTODOCUMENTATION SYSTEMS	17.2%
PIPET FILLERS	34.3%
PIPETS - CLSA	78.0%
PIPETS - CLSB	57.0%
DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
PIPETS- CLSC	47.0%
PIPETS - CLSD	38.0%
PIPETS - GLASS	88.2%
PIPETS - OTHER	48.9%
PIPETS - SEROLOGICAL PIPETS	48.8%
PIPETS - TRANSFER PIPETS	53.1%
PIPETT - EPA	42.0%
DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
PIPETT - TSB	70.9%
PIPETTER TIPS - AUTO	66.3%
PIPETTER TIPS - FILTERING PIPETTER TIPS	31.4%
PIPETTER TIPS - OTHER	43.0%
PIPETTER TIPS - PIPETTER SPECIFIC TIPS	15.9%
PIPETTER TIPS - REPEATER PIPETTER TIPS	23.0%
PIPETTER TIPS - ROBOTIC PIPETTER TIPS	19.7%
DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
PIPETTER TIPS - UNIVERSAL PIPETTER TIPS	40.0%
PIPETTERS - MANUAL PIPETTERS	21.1%
PIPETTERS - OTHER	18.6%
PIPPET - TSA	75.0%
PIPPET - TSC	38.0%
PPE APPAREL (SAFETY)	32.9%
PPE EYE, FACE, AND HEARING (SAFETY)	40.6%
DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
PPE EYE, FACE, AND HEARING (SAFETY)	40.6%
PPE FALL PROTECTION (SAFETY)	19.1%
PPE HAND PRO. CHEMICAL RESISTANT GLOVES (SAFETY)	36.9%
PPE - HAND PRO.- EXAM	85.0%
PPE - HAND PRO.- EXAM - LTX	94.0%

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PPE HAND PRO.-THIN-WALL GLOVES (SAFETY)	51.9%
PPE HAND PRO.-WORK & SPECIALTY GLOVES (SAFETY)	33.1%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
PPE HEAD PROTECTION (SAFETY)	23.4%
PPE RESPIRATORY PROTECTION (SAFETY)	25.2%
PREPARED MICROBIOLOGY MEDIA [BOTTLES AND SLIDES]	2.8%
PREPARED MICROBIOLOGY MEDIA [PLATES]	26.3%
PREPARED MICROBIOLOGY MEDIA [TUBES]	14.0%
PROTEIN CHEMISTRY REAGENTS AND KITS	4.9%
PROTEINS	2.8%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
PUMPS - OTHER	22.5%
PUMPS - TUBING	17.1%
PUMPS - VACUUM	28.7%
RACKS	30.8%
REFRIGERATORS AND FREEZERS - OTHER	29.7%
REFRIGERATORS AND FREEZERS -	21.4%
ULTRA LOW TEMPERATURE FREEZERS [UPRIGHT]	

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
RESERVOIRS AND RESERVOIR LINERS	26.1%
SAMPLERS	22.8%
SANITIZERS	65.9%
SHAKERS AND MIXERS - OTHER	31.3%
SHAKERS AND MIXERS - PLATFORM SHAKERS	19.7%
SOLUTIONS FOR ANALYTICAL CHEMISTRY	40.0%
LEAVE IN STANDARD DISCOUNT	

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
SOLUTIONS FOR ANALYTICAL CHEMISTRY - ORB	35.0%
SOLUTIONS FOR ANALYTICAL CHEMISTRY - RC ISO	59.0%
SOLUTIONS FOR ANALYTICAL CHEMISTRY - RCA	75.0%
SOLUTIONS FOR ANALYTICAL CHEMISTRY - RCB	74.0%
SOLUTIONS FOR ANALYTICAL CHEMISTRY - RCC	50.0%
SOLUTIONS FOR ANALYTICAL CHEMISTRY - TSA	79.0%
SOLUTIONS FOR ANALYTICAL CHEMISTRY - TSB	78.0%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
SOLUTIONS FOR ANALYTICAL CHEMISTRY - TSC	74.0%

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SOLUTIONS FOR ANALYTICAL CHEMISTRY - TSD	50.0%
SOLUTIONS FOR ANALYTICAL CHEMISTRY -ORA	40.0%
SOLUTIONS FOR CHEMICAL TESTING	39.9%
SOLVENTS - ACETONE	62.9%
SOLVENTS - ACETONITRILE	33.7%
SOLVENTS - ETHANOL	34.6%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
SOLVENTS - HEXANES	71.1%
SOLVENTS - ISOPROPANOL [IPA]	60.4%
SOLVENTS - METHANOL	63.8%
SOLVENTS - METHYLENE CHLORIDE	61.7%
SOLVENTS - OTHER	56.1%
SOLVENTS - XYLENES	69.7%
SPATULAS [GENERAL PURPOSE]	33.7%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
SPECIMEN COLLECTION	
BLOOD SPECIMEN COLLECTION	18.4%
EVACUATED BLOOD TUBES	15.7%
MICROBIOLOGY AND TRANSPORT SYSTEMS	17.4%
OTHER	22.1%
TUBE NEEDLES	19.8%
TUBES FOR BLOOD COLLECTION	17.3%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
SPECIMEN COLLECTION	
URINE SPECIMEN COLLECTION	20.8%
WINGED COLLECTION SET	111.2%
SPECIMEN CONTAINERS	37.5%
SPECTROMETRY AND SPECTROPHOTOMETRY	6.3%
STANDARDS	25.4%
STERILIZERS	19.6%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
STIRRERS - MAGNETIC	25.7%
STIRRERS - OVERHEAD	26.3%
STIRRING BARS AND RODS	44.0%
STOPPERS	32.9%
SYRINGES - GENERAL PURPOSE SYRINGES	21.3%
SYRINGES - OTHER	20.2%
TEMPERATURE - DIGITAL	49.0%

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DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
THERMAL CYCLING INSTRUMENTS	10.2%
THERMOMETERS	25.8%
TIMERS	26.4%
TISSUE PROCESSING REAGENTS	22.1%
TUBES - CAPS	64.4%
TUBES - CENTRIFUGE TUBES	35.8%
TUBES - KCRG	58.0%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
TUBES - KCRH	39.0%
TUBES - MICRO [CAP]	90.7%
TUBES - MICROTUBES	52.5%
TUBES - OTHER	30.0%
TUBES - PLASTIC	73.2%
TUBES - STORAGE TUBES	28.6%
TUBES - TEST TUBES	40.3%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
TUBES - TUBE CLOSURES	38.7%
TUBING AND TUBING CONNECTORS	38.3%
ULTRASONIC CLEANERS	19.5%
VIALS - SAMPLE	32.2%
VIALS AND VIAL INSERTS	34.3%
VISCOMETRY INSTRUMENTS	16.3%
WASHERS AND DRYERS FOR GLASSWARE	28.1%

DISCOUNT CATEGORY NAME	DISCOUNT OFF LIST
-----	-----
WASTE DISPOSAL CONTAINERS	36.6%
WATER	41.3%
WATER AND WASTEWATER TESTING SUPPLIES	22.8%
WATER PURIFICATION - OTHER	20.1%
WATER PURIFICATION - PRETREATMENT AND POLISHING SYSTEMS	15.6%
WESTERN BLOTTING, ELISA AND CELL IMAGING	7.4%
WIPES	78.2%

SCOPE OF CONTRACT:

REQUIREMENTS CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND
USING AUTHORITIES WITH THEIR NEEDS FOR LAB EQUIPMENT AND SUPPLIES

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CONTRACT REQUIREMENTS:

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

PRICE ESCALATION:

FOR EACH OPTION YEAR, THE CONTRACTOR MAY REQUEST AN INCREASE OF THE PRICES THEN PREVAILING. THE REQUEST FOR A PRICE INCREASE MUST BE SUBMITTED WITHIN EIGHT (8) WEEKS OF THE ANNIVERSARY DATE OF THE CONTRACT.

THE INCREASE IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS DETERMINED THE (APPROPRIATE INDEX AND LINK). FOR EXAMPLE; PPI FOUND AT WWW.BLS.GOV/PPI/.COM . USE THE MOST RECENT FINAL INDEX AVAILABLE ON THE ____ WEBSITE AT THE TIME OF THE REQUEST. ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS WILL REMAIN THE SAME.

ONCE A PRICE INCREASE HAS BEEN APPROVED, NO FURTHER INCREASES SHALL BE CONSIDERED FOR TWELVE (12) MONTHS. SUBSEQUENT INCREASES WILL BE BASED ON THE FINAL INDEX VALUE USED ON THE PRECEDING ADJUSTMENT AND THE MOST RECENT FINAL INDEX VALUE AVAILABLE ON THE BLS WEBSITE AT THE TIME OF THE CURRENT REQUEST. THE STATE RESERVES THE RIGHT NOT TO ALLOW A PRICE INCREASE.

THE INCREASED CONTRACT PRICE SHALL NOT APPLY TO ORDERS RECEIVED BY THE CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THE APPROVED INCREASED CONTRACT UNIT PRICE. ORDERS PLACED VIA PURCHASE ORDER, SHALL BE CONSIDERED TO HAVE BEEN RECEIVED BY THE CONTRACTOR AFTER THE FIFTH (5TH) CALENDAR DAY FOLLOWING THE DATE OF ISSUANCE. THE PROCUREMENT OFFICER MAY CANCEL, WITHOUT LIABILITY TO EITHER PARTY, ANY PORTION OF THE CONTRACT AFFECTED BY THE REQUESTED INCREASE AND ANY MATERIALS, SUPPLIES OR SERVICES UNDELIVERED AT THE TIME OF SUCH CANCELLATION. INVOICES REFLECTING "NEW" PRICES WILL NOT BE PROCESSED FOR DELIVERIES OF GOODS RECEIVED PRIOR TO THE INCREASE APPROVAL DATE.

PRICE DECREASES SHALL ALSO BE PASSED ON TO THE STATE AND DO NOT REQUIRE VERIFICATION. DECREASES BECOME EFFECTIVE IMMEDIATELY UPON NOTIFICATION.

THE PRICE ADJUSTMENTS FOR THE RENEWALS SHALL BE NEGOTIATED AND

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MUTUALLY AGREED UPON BY DGS AND THE CONTRACTORS.
ALTHOUGH EACH NEGOTIATION WILL BE CARRIED OUT INDEPENDENTLY, THE PERCENTAGE INCREASE OR THE MONETARY INCREASE SHALL BE THE SAME FOR ALL VENDORS. DGS RESERVES THE RIGHT TO RENEW ANY AND/OR ALL CONTRACTOR'S CONTRACTS. UPON RENEWAL, THE EXISTING CONTRACT TERMS AND CONDITIONS WILL APPLY.

DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE

SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

- (I) RECEIVES STATE MONEY; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE

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TERMS (cont'd):

STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF
INDEPENDENT SCHOOLS; AND

- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3)
OF THE INTERNAL REVENUE CODE ; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION
17-106 OF THE EDUCATION ARTICLE.
- (B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A
NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE
RELIGIOUS MATERIALS UNDER THIS CONTRACT.
- (C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE
IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE
POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY
STATUTORY OR CHARTER PROVISION.
- (D) ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH
IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR
WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1)
SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR
AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR
CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR
ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR
AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS
AGREED TO BY THE CONTRACTOR AND THE PURCHASER.
- (E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY
ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE
THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH
THAT THE CONTRACT MAY BEEN FORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC TRANSACTION FEE:

1. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN
THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE
ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED
UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC
TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G.
AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN
THE CONTRACT'S UNIT PRICES.

2. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE
DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W.
PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, THIRTY (30) DAYS
AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE
REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE
MONTHLY USAGE REPORT SHALL BE EMAILED TO
DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

3. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE
OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN

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TERMS (cont'd):

THE STATE EXERCISING ALL RECOURSES AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE PERCENT (1%) OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

4. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM, IN WRITING, THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT ELECTRONIC TRANSACTION FEE.

EMM CATALOG:

THE CONTRACT AWARDEE IS REQUIRED TO REGISTER AS A VENDOR IN THE EMARYLAND MARKETPLACE ECATALOG DIRECTORY (ONLINE SHOPPING ENVIRONMENT). IT OFFERS A VIRTUAL SHOP FRONT FOR YOUR GOODS AND SERVICES TO BE PURCHASED WITH EASE ACROSS THE STATE THROUGH THE SYSTEM. PLEASE CONTACT CATHY MARZOLA AT (410) 767-1492 REGARDING INFORMATION AND INSTRUCTIONS ON JOINING THE EMM ECATALOG. YOU MUST COORDINATE THE UPLOAD OF YOUR PRODUCT CATALOG TO ENSURE MAXIMUM USE OF YOUR PRODUCTS AND SERVICES PER CONTRACT TERMS.

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED.

ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS TRANSFER APPLIES TO CONTRACTS OF OVER \$200,000 FOR WHICH PAYMENTS ARE MADE THROUGH THE STATE COMPTROLLER

ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.

INVOICES:

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES (COMPANY NAME) SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

BPO/PO AS CONTRACT:

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TERMS (cont'd):

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN \$200,000.

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.

UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS, AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION OF LAW, AND THE EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT OFFICER ISSUES A BPO, AT THE OPTION OF THE PROCUREMENT OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT AS THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

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LABORATORY SUPPLIES

PLEASE SEE TERMS AND SPECS FOR DISCOUNT INFORMATION

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE