

CONTRACT AWARD
RFP-38 Rev. 11/18/16
Prev. Rev. 3/12/14

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

Arlene Watson-Paulin
Contract Specialist

860-713-5237
Telephone Number

CONTRACT AWARD NO.:

16PSX0233

Contract Award Date:

1 March 2017

RFP Due Date:

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Laboratory Supplies & Equipment**

FOR:
All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations

TERM OF CONTRACT:
1 March 2017 through 31 December 2021

AGENCY REQUISITION NUMBER: 0000004460

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
N/A	N/A	\$3,500,000.00 Estimate	\$3,500,000.00 Estimate

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Fisher Scientific Company LLC**

Company Address: **300 Industry Drive, Pittsburgh, PA 15275**

Tel. No.: **978-201-1517**

Fax No.:

Contract Value: **\$3,500,000.00 Estimate**

Contact Person: **Gary Ferguson**

Contact Person Address: **same as above**

Company E-mail Address and/or Company Web Site:

Remittance Address: **same as above**

Certification Type (SBE, MBE or None): **NONE**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **Net 45**

Note to Client Agencies on contract use on page 2 of 2

The contract number 16PSX0233 is the DAS assigned contract number to be utilized as purchase authorization by All Using State Agencies when making purchases against the attached University of Connecticut contract. The University of Connecticut retains full ownership of the contract and any updates and amendments, will I be announced by the University of Connecticut. Department of Administrative Services, Procurement Services will post a contract supplement for any updates and amendments received by University of Connecticut.

All orders should reference #UC17-CGP012016-A in order to receive correct contractual pricing throughout the term:

APPROVED _____

CAROL WILSON

Procurement Director

(Original Signature on Document in Procurement Files)

University of Connecticut



Purchasing Agreement for Laboratory Supplies & Equipment

Contract No: UC17-CGP012016-A

This Agreement (hereinafter "Agreement") is made and entered into by and between:

University of Connecticut
Purchasing Department
3 Discovery Drive, Unit 6076
Storrs, CT 06269-6076
hereinafter "University" or "UConn"

and

Fisher Scientific Company L.L.C.
300 Industry Drive
Pittsburgh, PA 15275

hereinafter "Contractor"

Cathleen Paquette/(860) 486 - 2620
University Contract Administrator/Phone

Garry Ferguson/ (978) 201-1517
Contractor Contact/Phone

Section 1

DEFINITIONS:

- A. **Bulk Buy/Large Volume Purchase** is defined as "one time" large volume buys of the same product or grouping of Products.
- B. **Contract Net Purchases** include the net spend of University and all using agencies of this Agreement (as further described in Section 1.2.2. of this Agreement), excluding any returns, freight/handling charges and Third Party Products spend.
- C. **Contract Minimum** is the Contractor's selling cost plus eleven percent. Contract Minimum takes effect when the net price, after any rebates or discounts, falls below the Contractor's selling cost plus eleven percent. The Contractor's selling cost is the cost of the Contractor Product paid by the Contractor to the manufacturer of the Contractor Product plus Contractor's overhead cost to sell the Contractor Product; such classification shall apply consistently to all of Contractor's customers.
- D. **Contractor Products** are defined as Products that Contractor lists in its current catalogs and/or price books (including electronic catalogs and price books). The determination of whether a Product is a Contractor Product is in the sole discretion of the Contractor and shall be determined by the classification as set forth in the Contractor's Enterprise Resource Planning System.
- E. **Contractor List** is the Contractor's published price list as displayed on the e-procurement platform, a current version of which is available upon request. The Contractor List is subject to terms of Section 1.3.
- F. **Contractor List Price** is the price for a Contractor Product on the applicable Contractor List.
- G. **DBE/SDI** means Disadvantaged Business Enterprise/Socially Disadvantaged Individual. DBE/SDI are firms that are certified as DBE/SDI through a State or as approved by SBA's 8(a) Business Development Program.

- H. **Distributor is a vendor that sells and represents multiple manufacturers' product offerings.**
- I. **Enterprise Resource Planning System is the computer system used by Contractor to manage the purchase, sale, delivery and pricing of products.**
- J. **Exclusive is defined as products that only a designated Distributor can distribute where they are the manufacturer or the only authorized Distributor.**
- K. **Full Line is defined as all products a Distributor is able to distribute.**
- L. **Hot List is the list of Contractor Products attached hereto as Exhibit B.**
- M. **Incremental spend is the increase in spend over a one year period used to calculate the Year over Year Growth Rebate as set forth in Section 1.3.8. herein.**
- N. **Installation is, as to each Product, any placement and/or installation of a Product that is required under an Order. Unless otherwise specified in the Order for a Product, Installation shall include: (a) delivering the Product to the location at which it is to be installed; (b) uncrating the Product; (c) setting and fastening the Product in place in a manner consistent with UConn's instructions, the applicable Order, and this Agreement; (d) leveling the Product and its components; (e) removing from the site and the Service Location all packaging, material, equipment, and similar items the Contractor brought to the site and/or that arose from Contractor's performance hereunder.**
- O. **Non-rebated Items are Contractor Products other than Rebated Items for which the Contractor receives no rebate from the manufacturer.**
- P. **Order is a request for Products or Services that may be in the form of a UConn Purchase Order and all attachments thereto and all documents referenced therein or a PCard transaction as accepted by Contractor.**
- Q. **OEM means original equipment manufacturer.**
- R. **Private Label is defined as a product branded with the Distributors name which may or may not be manufactured by that vendor.**
- S. **Primary e-commerce Platform is defined as i) HuskyBuy and/or ii.) a portal for University's contracted vendors where multiple commodities are displayed.**
- T. **Rebated Items are Contractor Products for which the University or Contractor enters into a direct pricing agreement with the manufacturer of such Contractor Products and the manufacturer selects Contractor as the authorized Distributor for such Contractor Products to the University.**
- U. **Prior Net Purchases is the net spend of University and all agencies (as contemplated in Section 1.2.2. of this Agreement) during the period of April 1, 2016 through March 31, 2017.**
- V. **Product is laboratory supplies and equipment. Products purchased under the Agreement are for UConn's own use and are not intended for resale.**
- W. **PCard transaction is a transaction whereby the University's procurement credit card is used to complete the purchase.**
- X. **Self Manufactured is defined as when the product is manufactured by a company that is owned by under common control with a Distributor.**
- Y. **Services are any laboratory-related services requested by University in an Order, and may include, without limitation, maintenance or repair services, Installation, and/or other services as described in the Request for Proposal CGP012016.**
- Z. **Special Order is defined as an order than can be a Bulk Buy, product bundling, laboratory start-up, or where additional discounts are offered and accepted.**

- AA. Third Party Products are defined as Products that Contractor obtains on behalf of the University.
- BB. UConn Discounts are the discounts that the Contractor will provide to UConn, which discounts are included in Exhibit A. Such discounts may include percentages off Contractor List Prices and volume discounts. Such discounts are exclusive of any applicable taxes and/or surcharges.
- 1.1. **Term:** This Agreement between the University and the Contractor will govern the provision of Products and Services referenced herein from:
- 1.1.1 **Effective Date:** March 1, 2017 **End Date:** December 31, 2021 (the "Term")
- UConn shall have the right to extend the Term for all or part of five (5) one (1) year terms by written notice to the Contractor, and upon exercising such right, any such additional period shall be considered part of the "Term" for the purposes of this Agreement. At UConn's request, the Contractor will execute a written amendment to this Agreement to memorialize any such extension.
- 1.1.2 **Amendment Terms:** All revisions to this Agreement, other than extensions pursuant to Section 1.1.1. and changes effected pursuant to Sections 1.3 and 1.6.6.4., may only be made by written amendment executed by both parties and, if required, approved by the Office of the Attorney General prior to the end date of this Agreement.
- 1.2. **Brief Summary of Services:** Contractor shall supply, deliver, and/or install laboratory supplies and equipment and provide Services, to the extent requested by UConn in an Order and accepted by Contractor.
- 1.2.1 **Service Location:** UConn's main campus in Storrs, Connecticut, all regional campuses and extension offices of UConn located throughout the State of Connecticut, and UConn Health (UCH) located in Farmington, Connecticut.
- 1.2.2. The Contractor agrees to provide Products/Services (as defined hereinafter) to any Constituent Unit of the State of Connecticut System of Higher Education (or to any institution within any such Constituent Unit) and/or to any member of the Connecticut College Purchasing Group ("CCPG") under the same terms and conditions, including price, as are contained in this Contract, during the term hereof. Any such provision of Products/Services shall be provided pursuant to a separate agreement made by and between the Contractor and the applicable Constituent Unit (or institution within a Constituent Unit) or CCPG, as applicable, and the Contractor agrees that the University shall not be responsible for the obligations, acts, or omissions of such Constituent Unit (or institution within a Constituent Unit) or CCPG. The Contractor expressly acknowledges and agrees that: (i) the University has made no representation to the Contractor that either any other Constituent Unit (or any institution within a Constituent Unit) or CCPG will make purchases of Products/Services from the Contractor; and (ii) that no such representation has formed any part of the consideration received by the Contractor hereunder.
- 1.3 **Maximum Amount Payable:** **\$15,000,000.00**
- 1.3.1. The Maximum Amount Payable does not include any amounts that may be payable for Orders for Products or Services provided on the campus of UConn Health (UCH). UConn shall be obligated to make payments to the Contractor hereunder only to the extent earned by and due to the Contractor under this Agreement.
- 1.3.2. **Compensation for Products:** Contractor will charge University for Products under this Agreement at the rates shown in the Contractor List for such Product, less all UConn Discounts as set forth in Exhibit A. Contractor will charge University for the Hot List Products at the rates shown in Exhibit B. The Hot List Products may change on an annual basis, every April 1st, upon written approval by both parties as set forth in Section 1.3.9.
- 1.3.3. **Compensation for Repair Services:** Contractor will charge University for repair Services, unless otherwise agreed upon in writing by the parties, by hourly compensation. Services will be quoted at the time of Service request.

- 1.3.4. **Compensation for Special Orders:** Contractor will provide special discounted pricing for Bulk Buy, product bundling, and laboratory start-ups ("Special Orders"). Pricing will be quoted at the time of purchase and agreed upon in writing by both parties.
- 1.3.5. **Rebated Items.** In the event that University has agreed to pricing directly with the manufacturer (with Contractor as the authorized Distributor for such manufacturer), the pricing agreed upon between University and manufacturer will be honored by Contractor with no mark-up, subject to an appropriate rebate being agreed upon between manufacturer and Contractor.
- 1.3.6. **eProcurement Discount:** Contractor will offer an additional one percent (1%) discount off of the Contractor List Price (subject to the Contract Minimum) for all Contractor Product transactions, excluding Rebated Items and Third Party Products, for orders processed on the Primary e-commerce Platform. This additional discount will not be applicable for transactions processed with the University P-Card or purchase orders that are not generated through the Primary e-commerce Platform.
- 1.3.7. **Volume Discount:** Contractor will give University volume discounts as forth on Exhibit A attached hereto. The volume discounts will be given based upon cumulative spend of all users of this Agreement, including UCH and any users as set forth in Section 1.2.2. herein.
- 1.3.8. **Year over Year Growth Rebate:** Contractor has agreed to offer University an annual rebate on year over year growth in Contract Net Purchases. Contractor shall measure Contract Net Purchases each contract year (April 1st through March 31st, with the first rebate payable on April 1, 2018). For the first rebate check on April 1, 2018, Contractor will compare Contract Net Purchases from April 1, 2017 through March 31, 2018 ("First Year Net Purchases") against Prior Net Purchases. In the event that the First Year Net Purchases exceed Prior Net Purchases, then Contractor shall pay University a rebate ("Growth Incentive Rebate") calculated by multiplying the Incremental Net Purchases (defined here as First Year Net Purchases less Prior Net Purchases) by the corresponding rebate percentage set forth in the chart below. For each contract year thereafter, Contractor will compare the Contract Net Purchases ("Current Net Purchases") with the Contract Net Purchases of the immediately prior contract year ("Previous Net Purchases"). In the event that Current Net Purchases exceed Previous Net Purchases, then Contractor shall pay University the Growth Incentive Rebate calculated by multiplying the Incremental Net Purchases (defined here as Current Net Purchases less Previous Net Purchases) by the corresponding rebate percentage set forth below:

Growth Percentage	Rebate Percentage
>5%	4%
>10%	7%
>15%	10%

University will have the option of receiving the Growth Incentive Rebate in the form of check or in the form of additional pricing discounts. On the anniversary date of this Agreement each year, Contractor and University will mutually agree, in writing, the manner in which the Growth Incentive Rebate will be paid to University. In the event that the Growth Incentive Rebate is paid in the form of a check, it will be paid within forty-five (45) calendar days following the end of the relevant contract year.

The following example is for illustration purposes only:

Example: Contract Net Purchases in the immediately prior contract year (April 1, 2017 through March 31, 2018) are \$7,500,000. Contract Net Purchases during the current contract year (April 1, 2018 through March 31, 2019) are \$8,300,000. The Incremental Net Purchases (\$8,300,000 – 7,500,000) are \$800,000, representing year over year growth of 10.7% (\$800,000/\$7,500,000.). The Growth Incentive Rebate is \$56,000 (i.e., Incremental Net Purchases multiplied by the Rebate Percentage shall therefore be: \$800,000 x 7% = \$56,000).

- 1.3.9. The pricing for Non-rebated Items on the Hot List and Contractor List will remain fixed through March 31, 2018, subject to the Contract Minimum. Thereafter, prices may be subject to revision, on the first day of April, each year of the Agreement. Price changes are subject to the following:

- 1.3.9.1. Changes to pricing for Non-rebated Items on the Hot List and Contractor List Products will be updated on April 1 each calendar year. The price changes for the Hot List will be submitted 30 days prior to April 1st each calendar year for review as per Section 1.3.9.2 below. The weighted average net aggregate increase based on the projected aggregate spend on these items based on the last 12 month usage shall not exceed the rolling 12 month year over year increase to the producer price index PPI (less food and energy) as published by the US Dept of Labor. Pricing for Rebated Items will be adjusted based on the terms of the supplier rebate contract.
- 1.3.9.2. Contractor will provide University with the pricing for the Non-rebated Items on the Hot List at least thirty (30) calendar days prior to the effective date of any requested revisions in price. Acceptance of the revised Hot List is subject to University's receipt and written approval of the requested change no later than five (5) calendar days prior to the effective date of the revised pricing, which approval will not be unreasonably withheld or delayed. Notwithstanding the foregoing, in the event that University fails to timely provide Contractor with written notice of approval or rejection, with reasonable written rationale for rejection of each individual Product, no later than five (5) calendar days prior to the effective date of the revised pricing, the revised pricing proposed by Contractor shall automatically go into effect on such effective date without further notice to, or approval required by, University. Any price changes to Non-rebated Items on the Hot List and Contractor List will remain fixed for the then annual term.
- 1.3.10. UConn Discounts (Exhibit A) will remain fixed through the End Date of this Agreement, unless otherwise agreed to in writing by both parties. Contractor also agrees that the UConn Discounts for the extension options will be, at a minimum, equivalent to the discounts provided in the initial term of this Agreement.
- 1.3.11. As set forth in Section 1.6.8.1., University will not be responsible for any special handling, hazardous material, large equipment Inside Delivery charges, ice charges, third party delivery fees, fuel or hazmat fees. University will be responsible for rush charges incurred at University's request and cancellation and restocking fees, where applicable.
- 1.3.12. **Invoice.** Unless otherwise mutually agreed upon by the parties in writing, the Contractor will invoice for Products and/or Services included in an Order upon (i) delivery of Products, or (ii) performance of Services in a manner satisfactory to the University. As used herein, "satisfactory" may be evidenced by a signed service work order or similar administrative document, and, in the case of Installation, shall mean Acceptance. Invoices shall include all applicable sales or use taxes and/or surcharges. If partial delivery of an Order is made, UConn will make payment for the Products delivered and Services provided. Contractor will invoice UConn for shortage or replacement upon delivery of those items. In the event of disputed amounts, UConn may withhold only that portion of the invoice relating to the dispute and shall pay the undisputed portion of the invoice according to its terms. UConn shall promptly notify Contractor in writing of the amount in dispute and the reason for dispute so that resolution may be achieved. Payments will be made on a net thirty (30) day basis.
- 1.3.13 **Contract Minimum.** Notwithstanding any other provision contained herein, the pricing for the Products shall at all times be subject to the Contract Minimum. In the event that the price for any Product falls below the Contract Minimum, the price for such Product shall be the Contract Minimum.
- 1.4. **Orders.** Upon UConn's issuance of an Order to the Contractor, the terms thereof shall, upon acceptance by the Contractor, become immediately binding between the parties and a part of this Agreement, subject to the following:
- (i.) In the event of any conflict or inconsistency between an Order and the terms of this Agreement, the terms of this Agreement shall govern; provided, however, that prices and Hourly Rates may be agreed to in an Order that are lower than those otherwise applicable hereunder.
- 1.5 **Preferred Supplier:** University will use a Preferred Supplier model for this Agreement. The Preferred Supplier model will consist of the following:
- (a.) The Full Line of Products of Contractor, Eppendorf, Original Equipment Manufacturers, one designated DBE/SDI and Exclusive and Self-Manufactured Products of other Distributors will be on the Primary e-commerce Platform.

- (b.) Contractor will be promoted as the University's preferred laboratory supply vendor and have exclusive access to supplier rebates for the Full Line of Products with the exception of the Corning rebate that will also be assigned to one designated DBE/SDI.
- (c.) The Full Line of products of other Distributors can be purchased on the University P-Card or by Purchase Order, but will not be featured on the Primary e-commerce Platform.
- (d.) Private Label products will be allowed on the Primary e-commerce Platform, provided that they are non-competitive items with the Full Line of Products of Contractor.

1.6. Detailed Contractor Responsibilities:

1.6.1. Contractor will use reasonable commercial efforts to provide at minimum, two on-site representatives, one for the Storrs location and one for the Farmington location. Contractor representatives will use reasonable commercial efforts to be present on campus during regular University hours (8:00 am to 5:00 pm). These representatives will have reasonable knowledge of the Products and will use reasonable commercial efforts to provide, at a minimum, the following services:

- a.) Contractor will provide technical information regarding Products for the end users.
- b.) Contractor will assist the Procurement Services Department with resolving customer service problems.
- c.) Contractor will provide data input of Orders as required.
- d.) Contractor will provide demonstrations and samples of Products for the end user.
- e.) Contractor will provide needs assessment for individual departments.
- f.) Contractor will consult on new building projects with regard to laboratory requirements.
- g.) Contractor will introduce new Products to the end user and integrate those items into the pricing structure of the contract.
- h.) Contractor will provide training at no cost to the University for new staff as well as in-service training, as requested by University, on a variety of topics, including on-line system, website training and in-house technical assistance.
- i.) Contractor will devote as much time as is necessary to effectively meet the needs of the University as they relate to this Agreement.
- j.) Contractor will coordinate all specialty representatives as well as manufacturer's representatives visits to the University.
- k.) Contractor will comply with any initiatives regarding a future implementation of a campus-wide badge system and/or credentialing system.

1.6.2. Contractor will use reasonable commercial efforts to provide University with access to customer service 7:30 am to 9:30 pm EST, Monday through Friday, with emergency coverage outside of these hours, via a toll free customer service number, a live chat feature and self-help support on the fishersci.com website, subject to any scheduled maintenance. Contractor will provide dedicated customer service representatives and supporting team who are familiar with the University account requirements. Customer service will provide the following minimum services:

- a.) Product research and knowledge;
- b.) Order processing;
- c.) Management and updating of computerized pricing;
- d.) Handling of all billing and credit issues, including returns;
- e.) Tracking of shipments when required;
- f.) Supporting the sales representative on campus, when required;
- g.) Providing information regarding more cost effective alternatives;
- h.) Providing training and support for the on-line ordering system, including, access to usage history, usage by delivery address, order status, order entry, material safety data sheets, product specifications and other analysis tools. Contractor will do a quarterly analysis of University's spend using Contractor's Low Cost Alternatives database. All purchases will be evaluated against this database and Contractor will present University with possible cost reduction opportunities.

1.6.3. Contractor will use reasonable commercial efforts to provide no-charge demonstration equipment upon University request and agreement by Contractor. There will be no cost associated with this equipment, including return fees, in the event University does not purchase said equipment. Contractor will adhere to University policy and procedures when demonstrating such equipment and when loaning the equipment for non-committal evaluation. Notwithstanding the foregoing, the terms and conditions of such loaning will be mutually agreed upon by the parties in writing.

- 1.6.4. Contractor will use reasonable commercial efforts to provide cross-references to other suppliers and manufacturers' catalog numbers.
- 1.6.5. Contractor shall participate in a minimum of two (2) annual product shows which shall include, but not be limited to, educational and technical demonstrations for new technologies and Products, at the University at a date and time mutually convenient to the parties. The show must be no less than three (3) hours in length or as mutually agreed upon. All costs associated with show including, but not limited to, room rental, tables/chairs/booths, audio visual, parking passes, food and beverages and signage will be borne by Contractor.

1.6.6. **Product Requirements:**

- 1.6.6.1. Contractor will use reasonable commercial efforts to offer substitutes for discontinued Products or stock outs. In the event that an item ordered becomes discontinued during the Term of this Agreement, Contractor will notify University Procurement Services for authorization before the item is substituted and shipped. The University reserves the right to return any shipment, if in its opinion the Products supplied do not conform to the specifications of this Agreement.
- 1.6.6.2. Unless otherwise specified, Products and Services must be new items, in good condition, operate in conformance with their published specifications and be free from defects. The decision of the University pertaining to items being rejected is final, provided that the University provides Contractor with a written explanation of why the Product is being rejected within thirty (30) calendar days of receipt.
- 1.6.6.3. Any Products or Services which in the reasonable opinion of the University, do not completely fulfill the applicable specifications, must be removed and/or completed at the expense of the Contractor and be replaced immediately with the material, equipment, services or work that fulfills the specifications, provided that the University provides Contractor with a written explanation of why the Products or Services do not conform to the applicable specifications within thirty (30) calendar days of receipt.

1.6.6.4. **UConn Contractor List:**

- i.) **Adding Products.** Items that are then not Products shall be added to the Contractor List at the request of UConn and as agreed by Contractor and at discounts acceptable to all parties.
- ii.) **Removing Products.** The Contractor may remove an item from the Contractor List if and when such item is no longer being made available to other of the Contractor's customers; provided, however, that the Contractor shall use reasonable commercial efforts to substitute a functionally equivalent item reasonably acceptable to UConn in place of the removed item. The parties shall mutually agree to discounts applicable to such substitute Products. University acknowledges and agrees that Contractor may remove an item from the Contractor List because Contractor no longer has the right to distribute such item and that a functionally equivalent item may be unavailable for many reasons, including, without limitation, regulatory restrictions and territory distribution limitations by the manufacturer(s).

1.6.7. **Delivery:**

- 1.6.7.1. Contractor will be responsible for the Inside Delivery (as defined herein) of commodities in first class condition at the point of delivery when specified in an Order, and in accordance with good commercial practice. Inside Delivery of lab equipment will include uncrating and set-in-place and removal of all trash at no additional charge to the University.
- 1.6.7.2. Deliveries to the UConn main campus, all branch campuses and extension offices throughout the State will be made to their respective receiving areas five (5) days per week. Due to limited access to many of the buildings on the Storrs campus, deliveries to be made directly to departments must be made using a straight-bodied truck. Contractor will be responsible for

ascertaining any additional restrictions for Inside Deliveries to departments. Equipment deliveries and any other deliveries being transported by common carrier will be at pre-arranged times to be determined between the department contact and the Contractor.

- 1.6.7.3. Contractor will be responsible for establishing specific delivery guidelines with UCH personnel to determine which of the primary delivery/receiving points, Central Receiving and Warehouse, should be utilized for the specific order.
- 1.6.7.4. Contractor will ship order(s) individually wrapped, packed and labeled with the department name and unit number, building name (with a zone designation), street address and room number, an attention name and order release number (original purchase order number). Each package must contain a copy of the packing slip with the complete order and product information.

1.6.8. Shipping Terms

- 1.6.8.1. All orders will be FOB UConn US destination, normal freight prepaid by Contractor. Contractor will prepay and absorb all special handling, hazardous material, large equipment Inside Delivery charges, ice charges, third party delivery fees, fuel and hazmat fees. University will be responsible for Life Technology shipping fees as applicable. University will be responsible for rush charges incurred at University's request and cancellation and restocking fees, where applicable.
- 1.6.8.2. For deliveries to off-site research or academic locations in rural areas, other than the University's branch campuses and extension offices, Contractor reserves the right to charge University for its actual shipping expense, with advance written notice and University's written approval.
- 1.6.8.3. Acceptance of the total delivery by signature based on total package count and manifest does not represent transfer of responsibility to the University for the contents of each package. In the event of shortage, overage or damage within the package, University will notify Contractor immediately and provide documentation for resolution. If errors or damage occur in shipment, University will report to Contractor immediately. University shall report shipping damage to the carrier and will keep containers and packing materials until an inspection is made. If it is necessary for University to return a product, University shall contact Contractor and provide the necessary information to identify the order for return authorization. University will obtain a return goods authorization ("RGA") number from Contractor and reference the RGA number on return shipping documents. Returns made without an RGA number may be returned to University, freight collect.
- 1.6.8.4. Contractor shall resolve all order and invoice discrepancies (e.g. shortage, overage, damage, etc.) within five (5) business days after written notification or, if because of their nature, the discrepancies cannot be resolved within that time frame, Contractor will take all the steps the Contractor and the University mutually agree are necessary.
- 1.6.8.5. Products returned because they were shipped in error, quality issues, duplicated shipments, outdated Products, etc., shall be picked up by Contractor within five (5) business days after notification, with no restocking fee, and shall be replaced with specified Products, or the University shall be credited for the full purchase price in same or next billing cycle.
- 1.6.8.6. Products ordered in error by the University may be returned for credit without penalty (restocking fee) when returned within thirty (30) days of receipt, unused. It is understood by the University that Products must be in resalable condition (original container, unused). Notwithstanding the foregoing, the following Products are non-returnable: (i) Products which have been discontinued, (ii) Products which are personalized or customized, (iii) Products not purchased from Contractor, (iv) refrigerated or temperature controlled Products, (v) Products which are outdated, shelf-worn, used or defaced and, therefore, unsuitable for return to stock and resale as new, (vi) reagents, diagnostics, or chemicals, which have been opened, (vii) Products that University has caused to be shipped outside of the United States, and (viii) certain medical device Products that are identified in Contractor's enterprise resource planning system as non-returnable.

1.6.9. Management Reports/Business Reviews:

1.6.9.1. Contractor shall submit activity reports to University quarterly from July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

1.6.9.2. The reports shall be provided in electronic format or computer generated spreadsheets, in a format mutually agreed upon by the parties. At minimum, reports shall provide the following information and may be expanded upon mutual agreement:

- a.) Sales by account number;
- b.) Within each account, sales shall be broken out by commodity group, quantity and dollar amount;
- c.) Aggregate summary of monthly and year to date sales for each account number;
- d.) Aggregate summary of monthly and year to date sales for the total University;
- e.) Summary of annual sales data by all participating CCPG members; and
- f.) Small business and minority reporting;
- g.) Total contract cumulative spend by all participating CCPG members on a monthly basis;
- h.) Quarterly summary of all service maintenance and repair calls, including date and time of initial University request, date and time of initial Contractor response, date and time of onsite response, description of service call need and resolution of said need on all Contractor's Self Manufactured Products.

1.6.9.3. Contractor shall conduct formal annual business reviews with University at a mutually agreeable time. These annual business reviews will include examination of account performance and establishment of goals for the upcoming year.

1.6.10. Acceptance of Services: Unless otherwise mutually agreed upon by the parties in writing, engagements with a deliverable work product (Deliverable) shall be subject to acceptance of Services as described below.

1.6.10.1. Acceptance Criteria. Each Deliverable shall be subject to acceptance testing by University to verify that the Deliverable satisfies the acceptance criteria (the "Acceptance Criteria") mutually agreed to by University and Contractor for such Deliverable. The acceptance criteria for each Deliverable shall be jointly developed and mutually agreed to in writing by University and Contractor before work commences, when possible, but in no event later than thirty (30) days in advance of the date identified for completion of the Deliverable involved.

1.6.10.2. Acceptance Testing. Acceptance testing for any Deliverable shall commence within five (5) working days of the date on which Contractor notifies University Contact that the Deliverable has been satisfactorily completed, in Contractor's opinion, and is ready for acceptance testing by University. Acceptance testing shall continue for the period of time specified in the Acceptance Criteria or, if no such time period had been agreed upon by the parties, for a period not to exceed sixty (60) consecutive days without problems (the "Acceptance Period").

In the event that any Deliverable does not reasonably conform to the Acceptance Criteria within the Acceptance Period described above, University shall give Contractor written notice thereof. University shall cooperate with Contractor in identifying in what respects the Deliverable has failed to conform to the Acceptance Criteria. Contractor shall promptly correct any deficiencies that prevent such Deliverable from conforming to the Acceptance Criteria. Upon completion of the corrective action by Contractor, the acceptance test will be repeated until the Deliverable has successfully conformed to the Acceptance Criteria.

If the Deliverable does not reasonably conform to the Acceptance Criteria within sixty (60) days after the end of the initial Acceptance Period described above, University may (a) immediately terminate without further obligation or liability of any kind or (b) require Contractor to continue to attempt to correct the differences, reserving the right to terminate in accordance with the provisions of this Section at any time. When the Deliverable has successfully and reasonably conformed to or satisfied the Acceptance Criteria, University

shall give Contractor written notice thereof. Such notice shall not unreasonably be delayed or withheld.

- 1.7. **Warranty:** Contractor warrants that the Products will operate or perform substantially in conformance with Contractor's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Contractor's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from Acceptance of equipment and ninety (90) days from the date of shipment to University for all other Products (the "Warranty Period"). Contractor agrees during the Warranty Period, to repair or replace, at University's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that University shall (a) promptly notify Contractor in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Contractor's review, Contractor will provide University with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, University may return the defective Products to Contractor with all costs prepaid by Contractor. Replacement parts may be new or refurbished, at the election of Contractor. All replaced parts shall become the property of Contractor. Shipment to University of repaired or replacement Products shall be made in accordance with the Delivery provisions herein. Consumables are expressly excluded from this warranty. If Contractor elects to repair defective medical device instruments, Contractor will, in its sole discretion and subject to availability, provide a replacement loaner instrument to University for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Contractor that are obtained by Contractor from an original manufacturer or third party supplier are not warranted by Contractor, but Contractor agrees to assign to University any warranty rights in such Product that Contractor may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Contractor have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by University, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Contractor. If Contractor provides repair services or replacement parts that are not covered by this warranty, University shall pay Contractor therefor at Contractor's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN CONTRACTOR WITHOUT CONTRACTOR'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY CONTRACTOR, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF UNIVERSITY IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

- 1.8. **Service Maintenance:** Contractor will provide service maintenance plans to University upon request. Attached hereto as Exhibit C is an overview of the service maintenance offerings available to University. Contractor will work directly with the service maintenance provider and the University to customize a service maintenance plan quotation at the time of purchase of the Product. Purchase of a service maintenance plan will be effectuated in writing between University and Contractor.
- 1.9. **Repair:** Contractor will provide repair service to University upon request. Contractor will provide University with a quotation for repairs at the time of repair request. Both parties will enter into a written agreement prior to Contractor commencing any repair services.

- 1.10. **Service Level Agreement:** Contractor will use reasonable commercial efforts to provide a minimum of two (2) onsite representatives as well as the toll free customer service 7:30 am to 9:30 pm EST, Monday through Friday, with emergency coverage outside of these hours, to accommodate the Service Level Guarantee (defined in Section 1.10.7. below) at each of the University's primary locations; one (1) at the Storrs campus and one (1) at the UCH primary location at the Farmington campus. Representatives will use reasonable commercial efforts to be onsite during the Principal Coverage Period (hereinafter "PCP") defined as 8:00 AM to 5:00 PM, Monday through Friday, excluding legal holidays. Contractor will have designated backup representatives in the event of absences.
- 1.10.1. Contractor will provide in stock items on the next day, if the Order is placed no later than 2 PM EST. Exceptions to this may include, certain DOT regulated hazardous chemicals, backorders, and items shipped directly from the manufacturer. As used herein, "in stock" means available for shipment from Contractor's designated distribution center for University.
- 1.10.2. Contractor will provide telephone response to acknowledge all repair/support requests within four (4) hours of receipt of the request.
- 1.10.3. Contractor will provide a technical consultation response to all repair/support requests within twenty four (24) hours for the Storrs Main campus and UCH main campus buildings. All other University locations require response times that do not exceed a maximum of forty eight (48) from receipt of the request. The response time only applies during the PCP.
- 1.10.4. If it is determined that any equipment will be inoperable for a period of more than twenty four hours due to a repair, Contractor will, in its sole discretion and subject to availability, provide a loaner equipment which will be of an equivalent or superior quality to the one being repaired. The loaner Equipment will, subject to availability, be delivered and installed within twenty four hours of the interruption of service.
- 1.10.5. Contractor will perform planned maintenance at a mutually agreeable time during the PCP. Planned maintenance will be carried out according to the manufacturer's recommended schedule.
- 1.10.6. Contractor will be responsible for determining if any necessary repair and/or maintenance needs to be performed directly by the manufacturer in accordance with any such warranty or maintenance plan and will notify University, in writing, of said requirement. In the event that repair and/or maintenance must be performed directly by manufacturer, Contractor will coordinate any such repair/maintenance with manufacturer and University.
- 1.10.7. **Service Level Guarantee:** Contractor guarantees that it will meet any Service Levels as specified in this Section 1.10. (the "Service Level Guarantee"). Response time is measured from the time that University notifies the Contractor Customer Care that a piece of equipment is malfunctioning. The response time only applies during the PCP. For example, a request for an on-site response made at 2:00PM on a Monday (where the PCP is 8:00 a.m. through 5:00 p.m., Mondays through Fridays) will have a guaranteed technical consultation response time of 2:00 PM on the next business day for customers with a twenty four (24) hour response time and a guaranteed technical consultation response time of 2:00 PM two business days after the initial request for customers with a forty eight (48) hour response time guarantee. A request for on-site service made at 9:00 a.m. on a Saturday will have a guaranteed technical consultation response time of 9:00 AM on Tuesday for customers with a twenty four (24) hour response time and 9:00 AM on Wednesday for customers with a forty eight (48) hour response time guarantee. If a request for on-site service is made outside the PCP, Contractor will use its best efforts to have a technician on-site as soon as possible. The foregoing states Contractor's entire obligation and liability, and University's sole remedy, for Contractor's failure to meet the Service Level Guarantee.
- 1.11. **Performance:** The Contractor shall provide and deliver the Products, and perform the Services, in a manner consistent with the applicable Order as accepted by Contractor and in a manner consistent with this Agreement, including this Section 1.11.
- 1.11.1. **Manufacturer Recommendations:** The Contractor shall conduct Services in a manner consistent with the directions, specifications and recommendations of the applicable manufacturer; provided, however, that the Contractor shall determine whether such directions, specifications, and recommendations may safely and suitably be employed in the Services, and shall notify UConn in advance in writing of any deviation or modification necessary for safety or proper operation of the item.

1.11.2. **Contractor Control:**

- (a) The Contractor shall carry out its responsibilities under this Agreement with the Contractor's best skill and attention, which shall be a degree of skill and care no less than the prevailing industry standards. The Contractor shall be solely responsible for, and have control over, Installation means, methods, techniques, sequences and procedures and for coordinating all portions of any Installation included in the Services. The Contractor shall schedule and perform any such Installation so as not to interfere with any other related work being performed by the University in or about the site. If the Order gives specific instructions concerning means, methods, techniques, sequences or procedures of Installation the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to UConn and shall not proceed with that portion of the Installation without further written instructions from UConn.
- (b) Contractor will advise University promptly, in writing, of any actual or anticipated changes in assigned resources that may reasonably be expected to affect Contractor's obligations under this Agreement. Should assigned personnel require removal or be designated for alternate assignments that affect project outcomes and deliverables, University shall have the ability to reject the changes until mutually agreed upon personnel are identified. Should a resource currently performing work for the University leave the Contractor's service, reasonable notification is to be given to the University. It is the Contractor's responsibility to replace any resource leaving service with another resource possessing the skills and capabilities necessary to perform the services. The Contractor must also arrange for knowledge transfer between the resources in an effort to avoid any delays in service. Should the replacement of the resource be made solely by the Contractor, the Contractor agrees to use its best efforts to minimize any delays in delivery of services, when an employee or subcontractor is dismissed.
- (c) **Use of Vehicles on UConn Property:** Driving on sidewalks located on UConn property, unless otherwise posted, is forbidden. In those areas where sidewalk driving is permitted, the Contractor's drivers will employ adequate care so as to avoid driving on adjacent green spaces. To safeguard the students, faculty and staff of UConn, as well as aesthetic beauty, the driving speeds on campus shall be kept under 25 miles per hour, pedestrians shall be given the right of way at all times and all traffic signs, lights and/or other indicators, including parking signs, shall to be strictly obeyed.

1.11.3. **Discipline/Conduct:**

- (a) Personnel will interact with University employees in a friendly and courteous manner. Personnel will not engage in inappropriate conduct such as borrowing money from University employees, students, or visitors, and will not use State owned telephones for personal calls, argue on the job, conduct outside business at University locations, use University equipment or supplies for personal reasons or to satisfy responsibilities of the Contractor under this Agreement, or take University materials, equipment, or supplies, including those belonging to University employees, for any reason. Personnel will not accept gifts or gratuities from anyone at the University for any reason. The University has the right to, at its judgment, remove, or require the removal of, any of the Personnel from any University location.
- (b) The Contractor shall enforce strict discipline and good order among their respective Personnel. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall neither permit nor suffer the use of offensive language on or about the Installation site. The Contractor shall neither permit nor suffer lewd conduct on or about the Installation site.
- (c) When notified by the University of an act of theft or dishonesty by a member of their respective Personnel, and such act is not reasonably in dispute, the Contractor, as the case may be, shall immediately reimburse the University for the amount of the University's

resulting loss without waiting for any potential reimbursement or recovery from the fidelity carrier of the Contractor, as the case may be.

1.12. Performance of Services for Certain Projects:

- 1.12.1. **Prevailing Wage:** The following shall apply in the event the Contractor performs work subject to the payment of Prevailing Wages of Product(s) as part of (a) the new construction of a building or other structure or improvement with a total cost of \$400,000 or more or (b) the remodeling, refurbishing, rehabilitation, alteration or repair of a building or other structure or improvement with a total cost of \$100,000 or more: The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund as defined in Subsection (l) of Section 31-53 of the Connecticut General Statutes shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such project is being constructed. UConn shall provide prevailing wages from the Department of Labor specifically for the project at the time pricing is being requested.
- 1.12.2. **OSHA:** The following applies under the same circumstances, as does Section 1.11.1. In accordance with C.G.S. Section 31-53b, the Contractor is required to submit proof that each employee has completed a course of at least ten hours in duration in construction safety and health approved by the federal OSHA.
- 1.12.3. **Residents' Preference:** The following applies in the event the Contractor provides Services covered by Section 31-52a of the Connecticut General Statutes: In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available then to residents of other states.
- 1.12.4. **Bonds and prompt Payment:** The following applies in the event the Contractor provides Services covered by Section 49-41 of the Connecticut General Statutes:
- (a) UConn shall notify Contractor that performance and payment bonds are required at the time of requesting pricing from Contractor. The cost to UConn for such bonds shall be .9% of UConn's purchase price. The Contractor shall provide to UConn Performance and Payment Bonds from a surety company, in the full amount of any applicable Order. All such bonds shall be in compliance with the forms which have been adopted by the University as its required forms of payment and performance bonds and shall be in compliance with the requirements of Connecticut General Statutes Section 49-41 et seq.
 - (b) The Contractor within thirty (30) days after payment to the Contractor by the Owner, shall be required to pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Distributor and paid by the Owner;
 - (c) The Distributor shall include in each of its subcontracts a provision requiring each Subcontractor to pay any amounts due any of its Subcontractors, whether for labor performed or materials furnished, within thirty (30) days after each Subcontractor receives a payment from the Distributor which encompasses labor or materials furnished by such Subcontractor.
- 1.12.5. **Non-Resident Contractors:** following applies in the event the Distributor provides Services covered by Section 12-430(7) of the Connecticut General Statutes: If the Distributor or any of its subcontractors is a non-resident contractor, the Contractor and/or subcontractor shall comply with the requirements of Connecticut General Statutes Section 12-430(7) ("the statute"), to the extent applicable. If the Contractor is a verified contractor as defined in the statute, the Contractor shall provide to the Owner written verification of that status from the State Commissioner of Revenue Services. If the Contractor is an unverified contractor as defined in the statute, the Contractor shall provide to the Owner proof that the Contractor has posted with the Commissioner of Revenue Services a surety bond in an amount equal to five percent (5%) of the contract price and which is otherwise in compliance with the requirements of the statute.

1.12.6. **Hours of Labor:** The following applies in the event the Contractor provides Services covered by Section 31-57 of the Connecticut General Statutes: no person shall be employed to work or be permitted to work more than eight hours in any day or more than forty hours in any week on any work provided for in the Contract. The operation of such limitation of hours of work may be suspended during an emergency upon the approval of the Owner Representative.

1.13. **Wages:** The Contractor shall comply with the laws and regulations of the State of Connecticut, including, without limitation, the Standard Wage. It is the responsibility of the Contractor to monitor wage rates issued by the Connecticut Department of Labor to ensure that Personnel are paid the applicable and most current Standard Wage provided by the Connecticut Department of Labor. The Contractor should contact the Connecticut Department of Labor with any questions at: www.ctdol.state.ct.us. The Contractor shall also comply with any wage obligations owed to its employees under any collective bargaining agreement and with (where applicable) Section 1.12.1.

1.14. Contractor will comply will all statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the services, location of the services or the Agreement, to the extent applicable to Contractor's performance hereunder, including without limitation Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and Title 4a concerning State purchasing, including, but not limited to, 22a-194a concerning the use of polystyrene foam; all applicable National Fire Protection Association (NFPA) Codes (such as NFPA 72, 72H, 80, 90A and/or any other codes that may apply), latest revision accepted by the State Fire Marshall, Connecticut Fire Safety Codes (CFSC) and Connecticut Fire Prevention Code, latest revisions, to include the National Electrical Code, International Building Codes, International Mechanical Code and International Existing Building Code, latest revisions accepted by Connecticut State Building Code; Joint Commission on Accreditation of Healthcare Organizations, if applicable; manufacturer recommendations and/or requirements, as well as any other applicable Occupational Safety and Health Administration, Underwriters Laboratories (UL) and/or any other Federal and/or Connecticut Regulations/Statutes/Codes and any other industry standards. If any of these codes/requirements change and have an impact on this Agreement, such changes shall apply to this Agreement upon the effective date of such change.

1.15. **Work Site Damages:** Any damage, including damage to finished surfaces, resulting from the performance of this Agreement shall be repaired to the University's reasonable satisfaction at the Contractor's expense, except such damage as may be due to the negligence of University, its employees, representatives, agents or contractors.

1.16. **Representations and Warranties:** Contractor represents and warrants to the University, to the best of Contractor's knowledge, information and belief that:

- (a) Contractor is a limited liability company operating under the name of Fisher Scientific Company L.L.C., duly organized, validly existing and in good standing under the laws of the State of Delaware authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement.
- (b) Contractor has taken all necessary action to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement.
- (c) Contractor will comply with all applicable Laws in satisfying its obligations to the University under and pursuant to this Agreement.
- (d) Contractor's execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable:
 - (1) any provision of any laws;
 - (2) any order of any court or the State; or
 - (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound.

- (e) Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with the State of Connecticut or any agency thereof, including without limitation, as a result of any action of the Commission on Human Rights and Opportunities or the Connecticut State Labor Commissioner.
- (f) As applicable, Contractor has not, within the three years preceding the date of this Agreement, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would perform Services under this Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (g) Contractor is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above.
- (h) Contractor has not within the three years preceding the date of this Agreement had one or more contracts with any governmental entity terminated by such entity due to any breach by the Contractor.
- (i) Contractor's participation in the bid is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (j) Contractor's bid submitted in response to the Request for Proposal was not made in connection or concert with any other person, entity or bidder, including any affiliate of any other bidder, and is in all respects fair and without collusion or fraud.
- (k) Contractor is able to perform under this Agreement using Contractor's own resources or the resources of a party who was not a bidder for the Services.
- (l) Contractor has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in the State of Connecticut.
- (m) Contractor has a record of compliance with Occupational Health and Safety Administration regulations without any unabated willful or serious violations.
- (n) Contractor owes no unemployment compensation contributions.
- (o) Contractor is not delinquent in the payment of any taxes owed, or, that Contractor has filed a sales tax security bond, and Contractor has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes; and
- (p) All of Contractor's vehicles have current registrations and, unless such vehicles are no longer in service, Contractor shall not allow any such registrations to lapse. Such vehicles shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by Connecticut Department of Motor Vehicles or as required by provisions imposed by the law of the jurisdiction where the motor vehicle is registered. Each person who uses or operates a motor vehicle at any time in the performance of this Agreement for the Contractor shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by Connecticut Department of Motor Vehicles or such other jurisdiction for any reason or cause. Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight,

including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

- 1.17. **Confidentiality.** Subject to Connecticut General Statutes, Chapter 14, Connecticut Freedom of Information Act, all information that is specifically designated by any party as "Confidential" shall be held in confidence by the other parties to this Agreement. All parties shall take all reasonable precaution to prevent any such information from being divulged to third persons not employed by them or not involved in the performance of work under this Agreement. Information presently in the public domain, or which becomes so through no fault of the parties to this Agreement, or information that is not specifically designated as "Confidential" may be disclosed and shall not be considered confidential.

Upon expiration or termination of this Agreement, each party undertakes to promptly return to its owner or destroy any Confidential information upon request by the owner.

Each party to the Agreement agrees that it will not provide copies of the Agreement, or in any way disclose the terms and conditions or pricing contained in this Agreement, or contained in any relevant quote, Order or invoice, to any third party without the prior written consent of UConn or Contractor, as applicable, except in situations where such information is requested by a regulatory or judicial body or requests pursuant to Connecticut General Statutes, Chapter 14, Connecticut Freedom of Information Act.

1.18. **Patent, copyright and Other Infringement Claims:**

- 1.18.1. Contractor warrants that the Products purchased under this Agreement do not infringe any U.S. patent or copyright. If University receives a claim that the Products, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, University shall notify Contractor immediately in writing. As to all infringement claims relating to Products or parts manufactured by Contractor or one of its affiliates:

- (a) University shall give Contractor information, assistance and exclusive authority to evaluate, defend and settle such claims, provided Contractor shall conduct such defense to protect the best interests of University;
- (b) Contractor shall then, at its own expense, defend or settle such claims, procure for University the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Contractor, then University shall have the right to return the Products (at Contractor's expense) to Contractor and Contractor shall refund to University the purchase price paid by University less reasonable depreciation for University's use of the Products;
- (c) University retains the right to exercise control over the defense of any claim or action based upon its determination that the defense is not being conducted to protect the best interests of the State as determined in University's sole discretion.

The foregoing states Contractor's entire obligation and liability, and University's sole remedy, for claims of infringement.

- 1.18.2. The indemnity obligation of Contractor under Section 1.18.1. shall be null and void to the extent some or all of the Products sold hereunder are made by Contractor pursuant to drawings or specifications furnished by University, or if University modifies or combines, operates or uses the Products other than as specified by Contractor or with any product, data, software, apparatus or program not provided or approved by Contractor.

- 1.19. **Notice:** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University*: University of Connecticut, 3 Discovery Drive Unit 6076, Storrs, CT 06269 -6076 Attn: Cathleen Paquette

If to the Contractor*: Fisher Scientific Company, L.L.C., 300 Industry Drive, Pittsburgh, PA 15275 Attn: Legal Department

[Note: *Any party may change its Notice information by giving written notice in accordance with this Section.]

Section 2 - State of Connecticut Required Terms and Conditions

- 2.1. **Statutory Authority.** Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
- 2.2. **Claims.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 2.3. **Insurance.** The Contractor shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Contractor's operations hereunder, and shall be effective throughout the term of this Agreement and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein. The insurance coverage listed in the following, is in accordance with the State of Connecticut Insurance and Risk Management Board requirements.

(a) **Commercial General Liability**

1. Each Occurrence	\$1,000,000
2. Products/Completed Operations	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. General Aggregate	\$2,000,000
5. Fire Legal Liability	\$ 100,000

The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- (b) **Business Automobile Liability:** Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- (c) **Workers' Compensation and Employer's Liability:** As required under state law.
- (d) **Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and the Contractor against other insurable hazards relating to performance.**

All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut. All such policies shall be issued in the name of Contractor, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut, its officers, officials, employees, agents, boards and commissions with respect to liability arising out of the operations of the Contractor under this Agreement. Certificates thereof shall be delivered to the University prior to the commencement of this Agreement and thereafter certificates thereof shall be delivered to the University within ten (10) days prior to the expiration of the term of each such policy, all at no cost to the University. Policies shall waive the right of subrogation against the University and shall be primary.

- 2.4. **Indemnification.** The Contractor shall indemnify and hold harmless the University, the Board of Trustees of the University of Connecticut, and the State of Connecticut, including any agency or official of the State of Connecticut, from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, to the extent arising from the negligent, reckless, willful, wanton or intentional acts or omissions of its employees and agents in connection with the performance of this Agreement. IN NO EVENT SHALL THE CONTRACTOR'S LIABILITY TO THE UNIVERSITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR OTHERWISE RELATED TO THIS AGREEMENT, EXCEED, CUMULATIVELY, FIFTEEN MILLION DOLLARS (\$15,000,000.00).
- 2.5. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

2.6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract solely for the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter. Notwithstanding the foregoing, University acknowledges and agrees that the Contractor distributes commercial-off-the-shelf products and procures such products from manufacturers via Contractor's standard purchase order terms and conditions.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract solely for the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter. Notwithstanding the foregoing, University acknowledges and agrees that the Contractor distributes commercial-off-the-shelf products and procures such products from manufacturers via Contractor's standard purchase order terms and conditions.

2.8 **Vendor Code of Conduct.** In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the "Vendor Code of Conduct"). Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at <http://csr.uconn.edu/>. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent Contractor is required to comply with the same pursuant to this section.

Contractor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. Contractor further agrees to comply with the "Preferential Standards" described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by Contractor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. Contractor agrees to provide the University with such evidence of Contractor's compliance with this section as the University reasonably requests and to, at the request of the University, provide a comprehensive, annual summary report of Contractor's corporate social and environmental practices.

2.9. **Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the Contractor.

2.10. **Campaign Contribution Restrictions.** For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement

Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit D.

- 2.11. **Termination for Cause.** The University may terminate this contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- (a) If the Contractor and the University reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - (b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the agreement at that time by written notice of such termination.
 - (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract at that time by written notice of such termination.
 - (d) The University will be obligated only for those Products or Services rendered and accepted prior to the date of Notice of Termination.
 - (e) Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject Products or Services from another source.
- 2.12. **Termination for Convenience.**
- (a) The University may terminate this Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
 - (b) If this Agreement is terminated by the University pursuant to this section, the University will provide the Contractor one hundred eighty (180) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.
- 2.13. **Force Majeure.** If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.
- 2.14. **Entire Agreement and Amendment.** This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University and if applicable, approved by the Office of the Attorney General. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.
- 2.15. **Background Checks**
- (a) Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Contract in a position that works primarily on site at the University unless that employee, independent contractor or agent has satisfactorily completed a background check and is deemed suitable by vendor for performing such services on a college campus attended and inhabited by students. The background check must minimally include criminal arrest information for the past seven years, a check of the national and state sex offender registries and a social security number verification. All fees associated with the background checks shall be the responsibility of Contractor. Contractor shall immediately remove any employee, independent contractor or agents performing services under this Contract on campus if it becomes known to Contractor that such person may be a danger to the health or safety of the campus community, or at the request of the University based on a concern of community or individual safety.
 - (b) Without limiting the obligations of Contractor under Section 2.4 of this Contract, Contractor shall defend, indemnify and hold harmless the state of Connecticut, the University of Connecticut and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the the negligent, reckless, willful, wanton or intentional actions or omissions of Contractor, its employees, or other persons that Contractor causes to be on the campus.
- 2.16. **University Policies.** Contractor shall, at no additional cost to the University, comply with all policies and procedures of the University.
- 2.17. **Use of University Marks.** Except as expressly authorized in this Agreement, Contractor is not permitted to use any University mark without prior written approval of the University's Office of Trademark Licensing. "University mark" is herein defined as all registered marks to the University's name (past or present), abbreviations, symbols, emblems, logos, mascot, slogans, official insignia, uniforms, landmarks, or songs. Contractor agrees to comply with the University's trademark licensing program concerning any use or proposed use by Contractor of any of University marks on Products, in relation to services, and/or in connection with advertisements or promotion of Contractor or its business. Prior to any use of a University mark by Contractor (or its affiliates or successors or assigns), Contractor will submit the proposed use of the University mark, together with a sample or specimen of the intended use, to the University's Office of Trademark Licensing for approval. Such permission to use the mark as may be granted pursuant to the terms of this Agreement shall terminate at the expiration of the Agreement.
- 2.18. **Whistleblowing.** This Contract is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee

of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The Owner may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

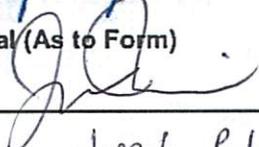
2.19. Additional Required Contractor Signature Authority, Affidavits and Certifications.

- (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor. Sample forms can be found at: <http://www.contracts.uconn.edu/corpres.html>
- (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>
- (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at: http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

By: 
 Print Name: SCOTT JORDAN
 Title: EXEC. V.P. OF ADMIN. / CFO
 Date: 2/15/17

By: 
 Print Name: Duane Talhouk
 Title: Vice President Sales, Academic & Government
 Date: February 6, 2017

AGO Approval (As to Form)
 By: 
 Print Name: Joseph Rubin

Date: 2/28/17
 Title: ASSOC. ATTY. GENERAL

Exhibit A

VOLUME DISCOUNTS:

Tier 1 Range	Tier 2 Range	Tier 3 Range	Tier 4 Range
0 to \$6.5M	\$6.5M -\$8.5M	\$8.5-\$10.5M	>\$10.5M

DISCOUNT OFF LIST PERCENTAGES:

<u>Category</u>	<u>Product Type</u>	<u>Discount Off List %</u>			
		Tier 1 Discount	Tier 2 Discount	Tier 3 Discount	Tier 4 Discount
A001	Apparatus - All Other	35.75%	37.28%	38.81%	40.33%
A002	Microbiology Apparatus	35.79%	37.32%	38.84%	40.37%
A003	Racks	36.66%	38.17%	39.68%	41.18%
A004	Facility Safety - Maintenance & Operations - Appar	35.24%	36.78%	38.32%	39.87%
A005	Clamps, Trays, and Supports	43.80%	45.14%	46.48%	47.81%
A006	Cryogenic Products	29.48%	31.16%	32.84%	34.52%
A007	Desiccators	37.21%	38.70%	40.20%	41.69%
A008	Fire Fighting & Emergency Response – Equipment & M	28.28%	29.99%	31.69%	33.40%
A009	Liquid Handling Fillers and Dispensers	0.00%	0.21%	0.43%	0.64%
A010	PPE – Fall Protection (Safety)	25.43%	27.20%	28.98%	30.75%
B001	Biologicals - All Other	7.00%	9.21%	11.43%	13.64%
B002	Prepared Microbiology Media [Plates]	30.56%	32.21%	33.87%	35.52%
B003	Antibodies	3.09%	5.40%	7.71%	10.02%
B004	Cell Culture Media and Reagents	24.01%	25.82%	27.63%	29.43%
B005	Blood Culture Systems	3.16%	5.47%	7.77%	10.08%
B006	PCR Supplies	6.98%	9.20%	11.41%	13.63%
B007	Dehydrated Microbiology Media	25.40%	27.17%	28.95%	30.73%
B008	Bovine Sera	45.64%	46.94%	48.23%	49.52%
B009	Microbiology Supplies	19.87%	21.78%	23.69%	25.59%
B010	Prepared Microbiology Media [Tubes]	14.19%	16.23%	18.28%	20.32%
B011	Microbiology Quality Control Supplies	11.65%	13.76%	15.86%	17.96%
B012	Enzymes	7.44%	9.64%	11.84%	14.05%
B013	Prepared Microbiology Media [Bottles and Slides]	0.53%	1.06%	3.47%	5.88%
B014	Nucleic Acids and Components	8.92%	11.09%	13.26%	15.43%
B015	Proteins	0.00%	1.75%	4.15%	6.54%
C001	Consumables - All Other	39.19%	40.63%	42.08%	43.53%
C002	PPE – Hand Protection – Thin-Wall Gloves (Safety)	67.14%	67.92%	68.71%	69.49%
C003	Filtration Products - Other Filtration Products	28.10%	29.81%	31.53%	33.24%
C004	Vials and Vial Inserts	41.19%	42.59%	43.99%	45.39%
C005	Pipets - Serological Pipets	61.97%	62.87%	63.78%	64.68%
C006	Specimen Collection - Evacuated Blood Tubes	15.94%	17.94%	19.94%	21.94%
C007	Microscope Slides	66.20%	67.00%	67.81%	68.61%

C008	Facility Safety - Maintenance & Operations - Consu	48.00%	49.24%	50.48%	51.72%
C009	Cell Culture Flasks	31.43%	33.06%	34.70%	36.33%
C010	Tubes - Centrifuge Tubes	46.09%	47.38%	48.66%	49.94%
C011	Pipetter Tips - Universal Pipetter Tips	49.35%	50.56%	51.77%	52.97%
C012	PPE – Apparel (Safety)	42.08%	43.46%	44.84%	46.22%
C013	Bottles - Other	39.68%	41.11%	42.55%	43.99%
C014	Bottles - Plastic Bottles [General Purpose]	41.64%	43.03%	44.42%	45.81%
C015	Microplates - Other	22.19%	24.04%	25.90%	27.75%
C016	Controlled Environments – Apparel (Safety)	41.38%	42.78%	44.17%	45.57%
C017	Specimen Containers	44.74%	46.06%	47.37%	48.69%
C018	Controlled Environments – Wipers & Swabs (Safety)	35.12%	36.66%	38.21%	39.75%
C019	Filtration Products - Bottletop Filters	21.86%	23.72%	25.58%	27.44%
C020	Filtration Products - Syringe and Syringeless Filt	30.93%	32.57%	34.22%	35.86%
C021	Controlled Environments – Gloves (Safety)	53.42%	54.53%	55.64%	56.75%
C022	Filtration Products - Centrifugal Filter Devices	5.93%	8.17%	10.41%	12.65%
C023	Pipetter Tips - Pipetter Specific Tips	21.90%	23.76%	25.62%	27.48%
C024	Cell Culture Microplates	24.72%	26.51%	28.30%	30.09%
C025	Pipetter Tips - Filtering Pipetter Tips	38.19%	39.66%	41.13%	42.60%
C026	Cleaning Products	30.29%	31.95%	33.61%	35.26%
C027	Specimen Collection - Winged Collection Set	10.27%	12.41%	14.55%	16.68%
C028	Microplates - Assay Microplates	26.87%	28.61%	30.36%	32.10%
C029	Dishes - Petri Dishes	77.46%	78.00%	78.53%	79.07%
C030	Tubes - Test Tubes	49.49%	50.69%	51.90%	53.10%
C031	Tubes - Storage Tubes	33.62%	35.20%	36.78%	38.36%
C032	Chromatography Columns	13.15%	15.22%	17.29%	19.36%
C033	Bottles - Media Bottles	44.14%	45.47%	46.80%	48.13%
C034	Pipets - Transfer Pipets	65.56%	66.38%	67.20%	68.02%
C035	Tubes - Microtubes	71.85%	72.52%	73.19%	73.86%
C036	Syringes - General Purpose Syringes	24.95%	26.74%	28.52%	30.31%
C037	Cell Culture Tubes	73.23%	73.87%	74.50%	75.14%
C038	Cell Culture Dishes	33.53%	35.12%	36.70%	38.28%
C039	Chromatography Columns and Supplies	18.68%	20.62%	22.56%	24.49%
C040	Cellware [Specialty]	23.01%	24.84%	26.68%	28.51%
C041	Bags - Sample Bags	41.90%	43.28%	44.67%	46.05%
C042	Specimen Collection - Microbiology and Transport S	20.91%	22.79%	24.67%	26.56%
C043	Pipets - Other	61.94%	62.85%	63.75%	64.66%
C044	Tubing and Tubing Connectors	48.08%	49.32%	50.56%	51.79%
C045	Specimen Collection - Urine Specimen Collection	22.75%	24.59%	26.43%	28.27%
C046	Bottles - Glass Bottles [General Purpose]	42.35%	43.72%	45.10%	46.47%
C047	Specimen Collection - Blood Specimen Collection	19.56%	21.47%	23.39%	25.30%
C048	Specimen Collection - Tubes for Blood Collection	24.28%	26.08%	27.89%	29.69%
C049	Controlled Environments – Housekeeping, Matting, P	32.59%	34.20%	35.80%	37.41%
C050	Syringes - Other	21.78%	23.64%	25.51%	27.37%
C051	Bags - Autoclaving Bags	67.54%	68.31%	69.08%	69.85%

C052	PPE – Eye, Face, and Hearing (Safety)	53.90%	55.00%	56.10%	57.19%
C053	Flasks - Other	39.66%	41.10%	42.54%	43.97%
C054	Filtration Products - Filter Units	21.58%	23.44%	25.31%	27.18%
C055	Microplate Covers	24.22%	26.03%	27.83%	29.64%
C056	Flasks - Volumetric	40.43%	41.85%	43.26%	44.68%
C057	Water and Wastewater Testing Supplies	25.19%	26.97%	28.76%	30.54%
C058	Dishes - Other	61.12%	62.05%	62.97%	63.90%
C059	Facility Safety - First Aid, Identification & Comm	29.10%	30.79%	32.47%	34.16%
C060	Specimen Collection - Tube Needles	21.79%	23.66%	25.52%	27.38%
C061	Carboys and Jerricans	44.49%	45.82%	47.14%	48.46%
C062	Tubes - Tube Closures	46.46%	47.74%	49.01%	50.28%
C063	PPE – Hand Protection – Work & Specialty Gloves (S	41.04%	42.45%	43.85%	45.25%
C064	Reservoirs and Reservoir Liners	29.66%	31.33%	33.01%	34.68%
C065	Coverslips	62.87%	63.75%	64.64%	65.52%
C066	Tubes - Other	38.68%	40.14%	41.60%	43.06%
C067	Specimen Collection - Other	25.38%	27.16%	28.94%	30.71%
C068	Cylinders [Laboratory]	40.18%	41.61%	43.03%	44.45%
C069	Membranes For Hybridization and Transfer	14.29%	16.33%	18.37%	20.41%
C070	Autoradiography Supplies	15.82%	17.82%	19.83%	21.83%
C071	Waste Disposal Containers	43.59%	44.94%	46.28%	47.62%
C072	Bench Protectors	46.04%	47.32%	48.61%	49.89%
C073	Funnels	43.03%	44.39%	45.75%	47.10%
C074	Bags - Other	33.75%	35.33%	36.91%	38.48%
C075	Cuvets and Cells	44.62%	45.94%	47.26%	48.57%
C076	Beakers - Plastic and Other	45.00%	46.31%	47.62%	48.93%
C077	PPE – Hand Protection – Chemical Resistant Gloves	47.85%	49.09%	50.34%	51.58%
C078	Embedding Cassettes	22.59%	24.43%	26.27%	28.12%
C079	Beakers - Glass	42.46%	43.83%	45.20%	46.57%
C080	Knives and Knife Blades	42.13%	43.51%	44.89%	46.27%
C081	Pipetter Tips - Robotic Pipetter Tips	25.47%	27.24%	29.02%	30.79%
C082	Film and Foil Wrapping	53.56%	54.66%	55.77%	56.88%
C083	Pipetter Tips - Other	54.09%	55.18%	56.28%	57.37%
C084	Stirring Bars and Rods	53.83%	54.93%	56.03%	57.13%
C085	Fire Fighting & Emergency Response – PPE (Safety)	69.37%	70.09%	70.82%	71.55%
C086	Stoppers	38.86%	40.31%	41.77%	43.22%
C087	Burets	45.20%	46.51%	47.81%	49.12%
C088	Samplers	25.26%	27.04%	28.82%	30.60%
C089	Spatulas [General Purpose]	41.89%	43.27%	44.66%	46.04%
C090	Crucibles	31.00%	32.64%	34.28%	35.92%
C091	Bottles - Wash Bottles	46.79%	48.06%	49.32%	50.59%
C092	Pipetter Tips - Repeater Pipetter Tips	26.40%	28.15%	29.90%	31.65%
C093	PPE – Head Protection (Safety)	26.40%	28.15%	29.90%	31.65%
D001	Diagnostics - All Other	4.57%	6.84%	9.11%	11.39%
D002	Clinical Diagnostic Kits and Reagents - Other	23.05%	24.88%	26.72%	28.55%
D003	Clinical Controls, Calibrators and Standards	21.11%	22.99%	24.87%	26.75%

D004	Protein Chemistry Reagents and Kits	1.87%	4.20%	6.54%	8.88%
D005	Clinical Diagnostic Kits and Reagents - Influenza	23.15%	24.98%	26.81%	28.64%
D006	Molecular Biology Reagents and Kits - Other	0.16%	2.54%	4.91%	7.29%
D007	Clinical Diagnostic Kits and Reagents - Pregnancy	34.04%	35.61%	37.18%	38.75%
D008	Clinical Diagnostic Kits and Reagents - Streptococ	4.53%	6.80%	9.07%	11.35%
D009	Western Blotting, ELISA and Cell Imaging	5.28%	7.53%	9.79%	12.04%
D010	Clinical Diagnostic Kits and Reagents - C. diffici	19.13%	21.06%	22.98%	24.91%
D011	Electrophoresis Reagents	7.95%	10.15%	12.34%	14.53%
D012	Tissue Processing Reagents	25.23%	27.01%	28.80%	30.58%
D013	Clinical Diagnostic Kits and Reagents - General Ch	24.37%	26.18%	27.98%	29.78%
D014	Immunoassay Testing	0.00%	2.30%	4.68%	7.06%
D015	Molecular Biology Reagents and Kits - Nucleic Acid	4.00%	6.28%	8.57%	10.85%
D016	Molecular Biology Reagents and Kits - DNA Extracti	8.36%	10.55%	12.73%	14.91%
D017	Clinical Diagnostic Kits and Reagents - Urinalysis	19.54%	21.46%	23.37%	25.29%
D018	Dialysis Desalting and Buffer Exchange	0.17%	2.55%	4.93%	7.30%
D019	Microbiology Products	17.26%	19.23%	21.20%	23.17%
D020	Hematology Stains	16.39%	18.38%	20.37%	22.36%
D021	Immunoreagents	2.86%	5.18%	7.49%	9.80%
D022	Antibody Production and Purification	2.49%	4.82%	7.14%	9.46%
E001	Equipment - All Other	27.24%	28.97%	30.71%	32.44%
E002	Refrigerators and Freezers - Other	35.42%	36.96%	38.49%	40.03%
E003	Incubators	27.32%	29.05%	30.78%	32.51%
E004	Refrigerators and Freezers - Ultra Low Temperature	23.64%	25.46%	27.27%	29.09%
E005	Pipetters - Manual Pipetters	23.36%	25.19%	27.01%	28.84%
E006	Microscopes	27.72%	29.44%	31.16%	32.88%
E007	Centrifuges - Benchtop (General Purpose)	18.67%	20.61%	22.54%	24.48%
E008	PPE – Respiratory Protection (Safety)	28.40%	30.11%	31.81%	33.52%
E009	Microtomy Equipment	8.57%	10.75%	12.92%	15.10%
E010	Water Purification - Other	23.88%	25.70%	27.51%	29.32%
E011	Hoods and Enclosures	24.06%	25.87%	27.68%	29.49%
E012	Centrifuges - Benchtop Microcentrifuges	27.08%	28.81%	30.55%	32.29%
E013	Baths - Other	24.84%	26.63%	28.42%	30.21%
E014	Centrifuges - Benchtop Other	19.23%	21.15%	23.08%	25.00%
E015	Pipetters - Other	20.08%	21.98%	23.88%	25.78%
E016	Pumps - Vacuum	34.04%	35.61%	37.18%	38.75%
E017	Hotplates	34.98%	36.53%	38.08%	39.63%
E018	Shakers and Mixers - Platform Shakers	23.02%	24.86%	26.69%	28.52%
E019	Ovens	32.92%	34.52%	36.11%	37.71%
E020	Shakers and Mixers - Other	37.38%	38.87%	40.37%	41.86%
E021	Centrifuges - Centrifuge Accessories	21.84%	23.70%	25.56%	27.42%
E022	Pipet Fillers	41.03%	42.43%	43.84%	45.24%
E023	Sterilizers	22.11%	23.96%	25.82%	27.67%
E024	Blenders and Homogenizers	30.46%	32.12%	33.77%	35.43%

E025	Pumps - Other	24.99%	26.78%	28.56%	30.35%
E026	Electrophoresis Equipment	18.53%	20.47%	22.41%	24.35%
E027	Water Purification - Pretreatment and Polishing Sy	18.90%	20.83%	22.76%	24.69%
E028	Evaporators	19.79%	21.70%	23.61%	25.52%
E029	Counting Devices	24.07%	25.88%	27.69%	29.50%
E030	Baths - Water	36.78%	38.29%	39.79%	41.30%
E031	Stirrers - Magnetic	29.17%	30.85%	32.54%	34.23%
E032	Furnaces	31.05%	32.69%	34.33%	35.97%
E033	Mills	14.07%	16.12%	18.16%	20.21%
E034	Washers and Dryers for Glassware	32.32%	33.93%	35.54%	37.15%
E035	Pumps - Tubing	18.10%	20.05%	22.00%	23.95%
E036	Stirrers - Overhead	31.36%	33.00%	34.63%	36.27%
E037	Ultrasonic Cleaners	24.62%	26.42%	28.21%	30.00%
E038	Freeze Drying Equipment	34.83%	36.38%	37.93%	39.49%
E039	Microplate Washers	11.16%	13.28%	15.39%	17.51%
E040	Heaters	35.76%	37.29%	38.82%	40.35%
E041	Photodocumentation Systems	21.90%	23.76%	25.62%	27.48%
E042	Chromatography Equipment	0.00%	0.33%	0.66%	0.99%
F001	Furniture	49.20%	50.41%	51.62%	52.83%
H001	Chemicals - All Other	35.44%	36.98%	38.52%	40.06%
H002	Organics	26.61%	28.36%	30.11%	31.86%
H003	Solvents - Other	71.10%	71.79%	72.48%	73.16%
H004	Acids - Inorganic	56.22%	57.26%	58.31%	59.35%
H005	Inorganics - Other	52.48%	53.61%	54.74%	55.87%
H006	Buffers	42.73%	44.10%	45.46%	46.82%
H007	Solvents - Acetonitrile	66.57%	67.36%	68.16%	68.96%
H008	Solvents - Methanol	80.07%	80.54%	81.02%	81.49%
H009	Solvents - Ethanol	42.84%	44.20%	45.57%	46.93%
H010	Histology Reagents	51.17%	52.33%	53.50%	54.66%
H011	Inorganics - Sodium Compounds [Inorganics]	64.01%	64.87%	65.73%	66.58%
H012	Solutions for Chemical Testing	53.52%	54.62%	55.73%	56.84%
H013	Standards	28.93%	30.63%	32.32%	34.01%
H014	Solvents - Isopropanol [IPA]	75.70%	76.28%	76.86%	77.43%
H015	Caustics	65.11%	65.94%	66.77%	67.60%
H016	Solvents - Acetone	80.07%	80.54%	81.02%	81.49%
H017	Water	58.57%	59.55%	60.54%	61.53%
H018	Acids - Organic	56.74%	57.77%	58.80%	59.83%
H019	Solvents - Methylene Chloride	82.37%	82.79%	83.21%	83.63%
H020	Solvents - Hexanes	95.18%	95.29%	95.41%	95.52%
H021	Solvents - Xylenes	88.68%	88.95%	89.22%	89.49%
I001	Instruments - All Other	20.55%	22.44%	24.34%	26.23%
I002	Spectrometry and Spectrophotometry	4.99%	7.25%	9.52%	11.78%
I003	Balances - Other	30.44%	32.09%	33.75%	35.40%
I004	Electrochemistry	26.11%	27.87%	29.63%	31.39%
I005	Clinical Chemistry Analyzers	29.13%	30.81%	32.50%	34.19%
I006	Coagulation Analyzers	42.22%	43.59%	44.97%	46.34%
I007	Balances - Analytical Balances	32.73%	34.33%	35.93%	37.53%

I008	Thermometers	33.14%	34.73%	36.32%	37.91%
I009	PH ORP Titration	31.76%	33.38%	35.01%	36.63%
I010	Instrumentation – Radiation, Chemical, Noise, Heat	3.83%	6.12%	8.41%	10.70%
I011	Microplate Readers	16.05%	18.05%	20.05%	22.04%
I012	Electrodes	28.73%	30.43%	32.12%	33.82%
I013	Thermal Cycling Instruments	10.10%	12.24%	14.38%	16.52%
I014	Timers	33.10%	34.69%	36.28%	37.88%
I015	Viscometry Instruments	17.99%	19.94%	21.89%	23.84%
I016	Anemometers and Flowmeters	20.13%	22.03%	23.93%	25.83%

In the event that the net price for any item falls below sell cost plus 11%, the price charged will be sell cost plus 11%.

EXHIBIT B –HOT LIST

Fisher Part Number	Item Description	Vendor	UOM	2017 Price	Rebate Flag
Z00Q0V0US	MILLI-Q ADVANTAGE A10 (1/PK)	MILLIPORE CORP	EA	\$ 6,600.24	Y
114976A	STR/HOT PLT PC220 4X5 120V 1CS	CORNING LIFE SCIENCES	CS	\$ 337.06	
FB0875712	PETRI DISH 100X15MM STACK 500	FISHERBRAND	CS	\$ 42.14	
19149863B	EXAMGLV NITR 9.5 SZ M 100EA/PK	KIMBERLY CLARK	PK	\$ 9.52	Y
DCA100	HCASPASE-1 QKIT 1 KT	R&D SYSTEMS	EA	\$ 359.25	Y
ND2000CPR14	ND2000C VALUE PACK PROMO	THERMO SCIENTIFIC	EA	\$ 10,050.81	
13998086	FORMA DH CO2 DECON 120V	THERMO SCIENTIFIC	EA	\$ 5,731.30	
10030170	FREEZONE TRIAD FD SYSTM 230/60	LABCONCO CORPORATION	EA	\$ 18,625.92	
19149863C	EXAMGLV NITR 9.5 SZ L 100EA/PK	KIMBERLY CLARK	PK	\$ 9.52	Y
BTEPOCH2	MICROPLATE SPECTROPHOTOMETER	BIO TEK INSTRUMENTS INC	EA	\$ 10,433.82	
06666A	KIMWIPE SML 4-1/2X8-1/2 280/PK	KIMBERLY CLARK	PK	\$ 2.27	Y
013614F	CVRL TYVK ZPR ELS WA 3X 25/CS	DUPONT	CS	\$ 116.15	
13990606	UXF500 +3 YEARS P&L WARRANTY	THERMO SCIENTIFIC	EA	\$ 12,592.42	
14830132	CNTNR SHRPS RD 8GAL W/CLR LID	KENDALL	EA	\$ 10.88	
19177522	GLV PFEXAM NTRL 3.5ML MD 250PK	MICROFLEX MEDICAL CORPORATION	PK	\$ 14.93	Y
AS519	SHELL VIAL WIDE BULK 500/CS	FISHER SCIENTIFIC	CS	\$ 30.30	
201370	FORMA CO2 DECON DUAL PKG 115V	THERMO SCIENTIFIC	EA	\$ 11,930.98	
IU2386ARAK	23 CF 115V ULT W/RACKS	THERMO SCIENTIFIC	EA	\$ 10,243.25	
R01202	BLOOD AGAR 100/CS	REMEL	CS	\$ 42.80	Y
013614E	CVRL TYVK ZPR ELS WA 2X 25/CS	DUPONT	CS	\$ 109.77	
EXF40086A	-86C REVCO EXF 400BX 115V	THERMO SCIENTIFIC	EA	\$ 11,072.58	
09923340	FTA CLASSIC CARD 100PK	WHATMAN	PK	\$ 372.11	
UXF30086D	-86C REVCO UXF 300BX 208-230V	THERMO SCIENTIFIC	EA	\$ 10,051.41	
13987066	300BX 115V ULT + W/RACKS	THERMO SCIENTIFIC	EA	\$ 9,901.18	
EXF32086A	-86C REVCO EXF 320BX 115V	THERMO SCIENTIFIC	EA	\$ 9,973.61	
10040B	FLASK ERLNMEYER 25ML 12/PK	CORNING LIFE SCIENCES	CS	\$ 40.29	
PRM8298	GOTAQ FLEXI DNA POLYMERASE	PROMEGA CORPORATION	EA	\$ 1,046.16	
IU1786ARAK	17 CF 115V ULT W/RACKS	THERMO SCIENTIFIC	EA	\$ 8,397.40	
13400412	NANODROP 2000C WITH LAPTOP	THERMO SCIENTIFIC	EA	\$ 9,863.01	
7400D	-40C FORMA 400BX 208-230V-40C	THERMO SCIENTIFIC	EA	\$ 8,715.07	
2023532	ISOTEMP DH CO2 INC TC W/HEPA	THERMO SCIENTIFIC	EA	\$ 3,930.66	
19048133	STERLING 9.5 EXAM GLV MD 200PK	KIMBERLY CLARK	PK	\$ 14.11	Y
89025005	MT ELISA KIT 1 KIT	ABNOVA CORPORATION	EA	\$ 1,154.90	
75213839	PKG LEGND XTR CELL CULT 28/56	THERMO SCIENTIFIC	EA	\$ 9,533.74	
087712	CELL STRAINER 70UM STER 50/CS	CORNING LIFE SCIENCES DL	CS	\$ 95.21	
19177523	GLV PFEXAM NTRL 3.5ML LG 250PK	MICROFLEX MEDICAL CORPORATION	PK	\$ 14.93	Y
19177521	GLV PFEXAM NTRL 3.5ML SM 250PK	MICROFLEX MEDICAL CORPORATION	PK	\$ 14.93	Y
19168967C	GLV PF NIT MIDKNIGHT MD 100PK	MICROFLEX MEDICAL CORPORATION	PK	\$ 8.97	Y
SH3007103	CHARACTERIZED FBS 500ML	THERMO SCIENTIFIC	EA	\$ 454.77	
8530115	SPEX SHATTERBOX MILL8530	SPEX SAMPLEPREP	EA	\$ 10,492.21	
16200461	ATMOSPURE RE-GEN GAS PURIFIER	LABCONCO CORPORATION	EA	\$ 7,917.81	

13636AB150	ACCUMET AB150 PH KIT	THERMO SCIENTIFIC	EA	\$ 583.43	
ND2000PR14	ND2000 VALUE PACK PROMO	THERMO SCIENTIFIC	EA	\$ 8,518.44	
14385445	GENESYS 20 120V 50/60HZGENESY	THERMO SCIENTIFIC	EA	\$ 1,713.01	
TF7400	FORMA CRYO TANK 90 LITERS	THERMO SCIENTIFIC	EA	\$ 6,851.63	
1027164	6L CASCADE CONSOLE 208-60	LABCONCO CORPORATION	EA	\$ 9,094.84	
SCGPU05RE	STERICUP-GP 500ML 12/PK	MILLIPORE CORP	PK	\$ 85.97	Y
05413105	5702 4X85 ROTOR PKGE 120V5702	EPPENDORF	EA	\$ 2,140.16	
PRAS1280	MAXWELL 16 LEV SIMPLYRNA TISSU	PROMEGA CORPORATION	EA	\$ 308.39	
SH3007003	DEFINED FBS 500ML	THERMO SCIENTIFIC	EA	\$ 651.33	
1325525	ISOTEMP WJ CO2 INC TC	THERMO SCIENTIFIC	EA	\$ 3,926.24	
ZMQSP0D01	Q-POD (1/PK)	MILLIPORE CORP	EA	\$ 1,281.73	Y
191301597C	FB NITRILE GLV PF LF M 100/PK	FISHERBRAND	PK	\$ 5.24	
1367811E	PIPET STER 10ML(0.1GRAD)200/CS	FISHERBRAND	CS	\$ 19.26	
AS275	BUZZPLGS FOR WDE PLS VL 1000CS	FISHER SCIENTIFIC	CS	\$ 41.55	
B1000200	LINISTAT; 110V; EA	THERMO SCIENTIFIC	EA	\$ 3,600.00	Y
19149863A	EXAMGLV NITR 9.5 SZ S 100EA/PK	KIMBERLY CLARK	PK	\$ 9.52	Y
302411100	4 LOGIC+ A2 10 SASH 115V	LABCONCO CORPORATION	EA	\$ 8,017.12	
12518104	SLIDE FROSTD 2 SDS 3X1IN 144PK	THERMO SCIENTIFIC MICROSCOPE SLIDES	CS	\$ 33.61	
1443222	TUBE SCREW CAP GRAD 500/CS	CORNING LIFE SCIENCES DL	CS	\$ 90.64	Y
191301597D	FB NITRILE GLV PF LF L 100/PK	FISHERBRAND	PK	\$ 5.24	
22363548	CELL STRAINER 70UM STER 50/CS	FISHER SCIENTIFIC	CS	\$ 30.24	
0877119	CELL STRAINER STRL 100UM 50/CS	CORNING LIFE SCIENCES DL	CS	\$ 95.21	
23046581	ESR-CHEX LVLS12 9ML 12/PK	STRECK LABS INCORPORATED	PK	\$ 288.80	
1168036	CHILL/HEAT INCUBATOR IN40	TORREY PINES SCIENTIFIC	EA	\$ 2,763.29	
B215336	ENTEROPLURI 25 TEST PACK	BECTON DICKINSON	PK	\$ 278.77	
02707404	1000UL FLTR TIP STR 960/PK	FISHERBRAND	PK	\$ 45.02	Y
09528110	GEL SYSTEM MINI 7CMX8CM	THERMO SCIENTIFIC	EA	\$ 309.09	
116756	ICE MAKER W/STORAGE 115V 60HZ	NORDON LLC	EA	\$ 3,817.58	
1495949D	TUBE CONIC 15ML W/RACK 500/CS	CORNING LIFE SCIENCES DL	CS	\$ 169.52	
14380420	EVOLUTION 201 PC UV-VIS SPEC	THERMO SCIENTIFIC	EA	\$ 5,684.09	
0136121	TYVEK SLEEVES WH 100PR/CS	DUPONT	CS	\$ 58.52	
1368115E	PIPET-AID PORTABLE MDL XP 110V	DRUMMOND SCIENTIFIC COMPANY	EA	\$ 252.03	
1495949A	TUBE CONIC 50ML W/RACK 500/CS	CORNING LIFE SCIENCES DL	CS	\$ 101.31	Y
04979263	LOCATOR 4 PLUS & DOLLY WITH LE	THERMO SCIENTIFIC	EA	\$ 4,338.46	
1399017A	CHROMATOGRAPHY REFRIG 115V	THERMO SCIENTIFIC	EA	\$ 6,622.63	
SCGP00525	STERIFLP FLT 50ML 0.22UM 25/PK	MILLIPORE CORP	PK	\$ 113.29	
1367520	PIPET SEROLOGICAL 10ML 200/CS	CORNING LIFE SCIENCES DL	CS	\$ 30.39	Y
191301597B	FB NITRILE GLV PF LF S 100/PK	FISHERBRAND	PK	\$ 5.24	
SYNSVR0US	SYNERGY UV R	MILLIPORE CORP	EA	\$ 3,979.30	Y
1326252	ISO VAC OVEN MDL 282 115V 60HZ	THERMO SCIENTIFIC	EA	\$ 3,694.66	
BP169212	UREA 2.5KG	FISHER CHEMICAL	EA	\$ 94.64	
12565270	NUNC 50ML CONICL TBE BLK 500CS	THERMO SCIENTIFIC	CS	\$ 87.50	Y
R01554	MACCONKEY AGAR W/ MUG 10/PK	REMEL	PK	\$ 27.94	Y
1258452	VACUUM PUMP GEMINI DC/115V	WELCH VACUUM TECHNOLOGY INC	EA	\$ 411.59	

06666C	KIMWIPE EX-L 15INX17IN 140PK	KIMBERLY CLARK	PK	\$ 6.68	Y
1367820D	PIPET DISP 9 IN 1440/CS	FISHERBRAND	CS	\$ 46.93	
1255020	SLD CLRFR + YLW 25X75MM144GR	FISHERBRAND	GR	\$ 38.82	
02707430	200UL TIP STER FLTR 960/PK	FISHERBRAND	PK	\$ 45.02	Y
10030180	LABCONCO VACUUM PUMP 230V 2.4A	LABCONCO CORPORATION	EA	\$ 3,064.81	
19168967D	GLV PF NIT MIDKNIGHT LG 100PK	MICROFLEX MEDICAL CORPORATION	PK	\$ 8.97	Y
12565450	OMNI TRAY UNTRTED LID ST 90/CS	THERMO SCIENTIFIC	CS	\$ 231.00	
1367811D	PIPET SER STL 1/10 5ML 200/CS	FISHERBRAND	CS	\$ 18.14	
1012613	FLSK W/VENT 750ML 175CM 40/CS	CORNING LIFE SCIENCES DL	CS	\$ 93.31	Y
FB0875713	PETRI DISH,100X15MM,SLIP,500	FISHERBRAND	CS	\$ 42.14	
01920200PM	PRECISION BALANCE LAB OHAUS	OHAUS SCALE CORPORATION	EA	\$ 492.62	
19048132	STERLING 9.5 EXAM GLV SM 200PK	KIMBERLY CLARK	CS	\$ 14.11	Y
SH3091003	USDA TESTED SERUM; 500 ML	THERMO SCIENTIFIC	EA	\$ 370.74	
05408129	MCT N/S 1.5ML NAT 500/PKMCT	FISHERBRAND	PK	\$ 6.82	
01910320	XS64 BALANCE 61G X 0.1MG	METTLER	EA	\$ 3,215.29	
S67074	SCOUT PRO 200GX.01G	OHAUS SCALE CORPORATION	EA	\$ 216.51	
212361	TIP ART 200UL STL WTRY 960/PK	MOLECULAR BIOPRODUCTS	PK	\$ 59.40	Y
033374	VIAL SCINT 20ML GL/P 500/CS	FISHERBRAND	CS	\$ 88.94	
1367522	PIPET SEROL 5ML X 1/10 200/CS	CORNING LIFE SCIENCES DL	CS	\$ 30.39	Y
22230900	PROB-ON PLS SLDE GRYTAB 144/PK	FISHERBRAND	PK	\$ 49.87	
12567604	PIPET 25ML STR IND PAPER PK	THERMO SCIENTIFIC	CS	\$ 58.41	Y
04979259	LOCATOR 6 PLUS & DOLLY WITHOUT	THERMO SCIENTIFIC	EA	\$ 3,667.02	
PRN2615	RNASIN PLUS RNASE INHIBITOR	PROMEGA CORPORATION	EA	\$ 247.16	
14830124	CONTAINER NDLE/SYR COLL 20/CS	KENDALL	CS	\$ 86.67	
16108388	HUMID MONITOR 0-1000 PPM 115V	LABCONCO CORPORATION	EA	\$ 5,624.34	
05401203	5424R KEYP W/24X2MLAT-RTR 120V	EPPENDORF	EA	\$ 5,169.63	
UFC901024	AMICN ULTRA CNTRFUGL 15ML 24PK	MILLIPORE CORP	PK	\$ 205.26	
21402484	ART 20 LR ADV STR CLR 960/PK	MOLECULAR BIOPRODUCTS	PK	\$ 67.14	Y
1147530Q	SUPER NUOVA SP	THERMO SCIENTIFIC	EA	\$ 1,681.51	
B256045	VERITOR FLU A/B WAIVED 30/PK	BECTON DICKINSON	PK	\$ 358.77	
1399070	LO TEMP FRZR AUTO DEF 115V60HZ	THERMO SCIENTIFIC	EA	\$ 5,259.60	
HM718H6330B	UPPER STORAGE CABT 36X31X13	THERMO SCIENTIFIC	EA	\$ 648.26	
01910200	ANALYTICAL BAL 120 G X 0.1 MG	METTLER	EA	\$ 2,306.64	
01910325	XS205DU 220G/81GX0.1MG/0.01MG	METTLER	EA	\$ 5,342.47	
136682	PIPET SERO DISP 25ML 200/CS	CORNING LIFE SCIENCES DL	CS	\$ 73.18	Y
19168967B	GLV PF NIT MIDKNIGHT SM 100PK	MICROFLEX MEDICAL CORPORATION	PK	\$ 8.97	Y
19177524	GLV PFEXAM NTRL 3.5ML XL 230PK	MICROFLEX MEDICAL CORPORATION	PK	\$ 14.93	Y
11670248	45CF REF SST GLASS	THERMO SCIENTIFIC	EA	\$ 4,577.34	
16108383	OXYGEN MONITOR 1-100 PPM 115V	LABCONCO CORPORATION	EA	\$ 5,111.70	
07200848	96 WELL PLT UV NT NS RNA 50/CS	CORNING LIFE SCIENCES	CS	\$ 459.21	
13687531	LOCATOR 4 + W/MONITOR UPGRADE	THERMO SCIENTIFIC	EA	\$ 3,275.03	
1255015	SLIDE SUPERFR + 25X75MM144/GR	FISHERBRAND	PK	\$ 37.78	

45001747	PERCOLL 1 L	GE HEALTHCARE BIOSCIENCES	EA	\$ 365.21	
PRG3580	CELLTITER 96 AQ ONE SOLUTION	PROMEGA CORPORATION	EA	\$ 311.67	
14387360	MULTISKAN FC	THERMO SCI SDG (SPA HUDSON)	EA	\$ 4,755.82	
2123635	TIP ART REACH 10UL 960PK	MOLECULAR BIOPRODUCTS	PK	\$ 59.92	Y
1495949B	TUBE PP CONICAL 15ML 500/CS	CORNING LIFE SCIENCES DL	CS	\$ 79.98	Y
14827105	CONTAINER RIGID RD 7.5GAL	FISHERBRAND	CS	\$ 7.63	
19149863D	EXAMGLV NITR 9.5 SZXL 90/PK	KIMBERLY CLARK	CS	\$ 9.52	Y
02215365	VORTEX MIXER-STANDARD 120V	FISHER SCIENTIFIC	EA	\$ 133.23	
PI34078	SUPERSIGNAL WEST PICO	THERMO SCIENTIFIC	EA	\$ 304.82	
SH3007003HI	DEFINED FBS HEAT INCTVTD 500ML	THERMO SCIENTIFIC	EA	\$ 639.70	
11670214	45 CF ISOTEMP CHROMA REF	THERMO SCIENTIFIC	EA	\$ 4,316.54	
09881202	PCR WORKSTATION 115V	FISHERBRAND	EA	\$ 2,530.59	
19037992	GOGGLE POLYCARBON CLEAR LENS	MCR SAFETY COMPANY	PR	\$ 1.66	
BP160500	AGAROSE LOW EEO 500 GM	FISHER CHEMICAL	EA	\$ 288.89	
1367811	PIPET STER 25ML(0.08GRAD)200/C	FISHERBRAND	CS	\$ 43.72	
21402569	HLT SOFTFITL 200 CL RLD 960/PK	MOLECULAR BIOPRODUCTS	PK	\$ 22.22	Y
SH3008003	FETALCLONE I FOR HYBRDMS 500ML	THERMO SCIENTIFIC	EA	\$ 195.63	
08772E	DISH TISSUE/C 100X20MM 200/CS	CORNING LIFE SCIENCES DL	CS	\$ 74.30	Y
23042343	CT STATUS CONNECT SYSTEM	BAYER CORPORATION	EA	\$ 1,683.88	
0877123	CELL STRAINER CP ST 5ML 500/CS	CORNING LIFE SCIENCES DL	CS	\$ 460.18	
21402487	ART 1000 LR ADVTG ST CL 768/PK	MOLECULAR BIOPRODUCTS	PK	\$ 66.98	Y
0975446	13MM SYS FILT .45 PTFE 2000/PK	WHATMAN	PK	\$ 1,657.40	
11670212	38 CF ISOTEMP CHROMA REF	THERMO SCIENTIFIC	EA	\$ 4,055.16	
16200478	GLOVE BOX MOISTURE MONITOR	LABCONCO CORPORATION	EA	\$ 3,345.10	
1367527	PIPET SERO 50ML INDIV 100/CS	CORNING LIFE SCIENCES DL	CS	\$ 90.19	Y
21402482	ART 10RE LR ADV ST CLR 960/PK	MOLECULAR BIOPRODUCTS	PK	\$ 65.44	Y
02707439	10UL TIP STER FLTR 960/PK	FISHERBRAND	PK	\$ 45.23	Y
12567603	PIPET 10ML STR IND PAPER PK	THERMO SCIENTIFIC	CS	\$ 33.98	Y
01920052	DISCVRY 81/210G X .01MG/0.1MG	OHAUS SCALE CORPORATION	EA	\$ 3,738.65	
1495970C	CENTRIFUGE TUBE PP 15ML 500/CS	CORNING LIFE SCIENCES DL	CS	\$ 90.64	Y
45002401	ECL PRIME WESTERN BLOTTING DET	GE HEALTHCARE BIOSCIENCES	EA	\$ 196.22	
R62025	PATHODX STR GRP KIT-ABCFG 60PK	REMEL	PK	\$ 407.51	Y
22032093	6IN BRASS LOOP HOLDER	DECON LABORATORIES INC	PK	\$ 23.30	
19048134	STERLING 9.5 EXAM GLV LG 200PK	KIMBERLY CLARK	PK	\$ 14.11	Y
1387827	PUMP COR RES DIAP 29.6 HG 20L	KNF NEUBERGER INC	EA	\$ 1,377.13	
FB705110	700WATT SONIC DSMMBRTR 110V	FISHER SCIENTIFIC	EA	\$ 3,074.85	
11716450	SICKLEDEX SCREEN TEST 100/PK	STRECK LABS INCORPORATED	PK	\$ 203.79	
0974101	FLTR UTA-PES150ML50D.2 12CS	THERMO SCIENTIFIC	CS	\$ 49.96	Y
13265500	MERLIN 25 PD1 115/60 LOW TEMP	THERMO SCIENTIFIC	EA	\$ 3,445.42	
013612F	CVL TYVK ELS HD/WR/BT 3X 25/CS	DUPONT	CS	\$ 126.16	
PI34095	SUPERSIGNAL WEST FEMTO	THERMO SCIENTIFIC	EA	\$ 271.55	
13762358	LOCATOR 8 + W/MONITOR 100-240V	THERMO SCIENTIFIC	EA	\$ 3,997.68	

3052835	MX35 PREMIER+ LP BLADES 50/CS	THERMO SCIENTIFIC	CS	\$ 63.69	Y
10354	SNGL CYTLGY FUNL W/ CARD 50/PK	FISHERBRAND	PK	\$ 49.39	
087721B	TISSUE CULT PLATE 6WELL 50/CS	CORNING LIFE SCIENCES DL	CS	\$ 56.78	Y
13266134	THRMLX 1400PD1 115/60 IPR 20A	THERMO SCIENTIFIC	EA	\$ 3,448.37	
415ML050	RMGM-CSF 50 UG	R&D SYSTEMS	EA	\$ 399.50	Y
05412593	5702,CELL BUN.W2XREF2&TIPS-H2	EPPENDORF	EA	\$ 2,946.79	
CB40230C	GRO FACTOR RE/MATRIGEL MATRIX	DISCOVERY LABWARE	EA	\$ 333.59	
75200395	SORVST8TC8X50 PKG	THERMO SCIENTIFIC	EA	\$ 3,297.45	
FAB5825P100	MCX3CR1 PE AFF PUR PAB 25 TS	R&D SYSTEMS	EA	\$ 311.07	
IPVH00010	FLTR SHEET IPVH 1ROLL/PK	MILLIPORE CORP	PK	\$ 268.89	
0540225	TUBE SAFE-LCK 1.5ML NAT 500/PK	EPPENDORF	PK	\$ 37.44	
1130049SHP	STIR HOTPLAT 7X7 CERM DIG 120V	THERMO SCIENTIFIC	EA	\$ 464.55	
02707432	20UL TIP STER FLTR 960/PK	FISHERBRAND	PK	\$ 45.24	Y
08918E	DISSECT KNFE BLADE NO60 150CS	ASPEN SURGICAL PRODUCTS	CS	\$ 221.04	
0987464	GLASS FBR PPR GFF 2.5CM 100/PK	WHATMAN	PK	\$ 70.07	
B215336	ENTEROPLURI 25 TEST PACK 25/PK	BECTON DICKINSON	PK	\$ 278.77	
1255017	SLIDE CLRFR + BLU 25X75MM 144G	FISHERBRAND	GR	\$ 38.82	
08757100A	PETRI DISH 35X10MM 500/CS	CORNING LIFE SCIENCES DL	CS	\$ 171.80	
161301	CABINET BLOCK SLIDESAFE BLUE	THERMO SCIENTIFIC	EA	\$ 317.17	Y
PRM1705	M MLV REV TRCT RNASE 50000U	PROMEGA CORPORATION	EA	\$ 173.65	
PRM7122	GOTAQ GREEN MASTER MIX	PROMEGA CORPORATION	EA	\$ 37.74	
A9984	ACETONITRILE HPLC GRADE 4L	FISHER CHEMICAL	EA	\$ 53.09	
75772436	PROMO LEGEND MICRO 21	THERMO SCIENTIFIC	EA	\$ 1,593.10	
S02305BMF	ADJUSTABLE HEIGHT RISER TABLE	DIVERSIFIED WOODCRAFTS INC	EA	\$ 1,340.84	
NC9591339	COAGUCHEK XS 10 BOX STARTER KT	ROCHE DIAGNOSTICS	EA	\$ 2,013.35	
45001749	FICOLL-PAQUE PLUS 6X100 ML PK6	GE HEALTHCARE BIOSCIENCES	PK	\$ 158.42	
05715112	MULTIBARRIER LG POUCH-100/PK	WHATMAN	PK	\$ 80.98	
0974102	FLTR UTA-PES500ML75D.2 12CS	THERMO SCIENTIFIC	CS	\$ 97.20	Y
21402558	HLT SOFTFITL 20 CL RLD 960/PK	MOLECULAR BIOPRODUCTS	PK	\$ 22.22	Y
01912402	ME204E 220G X 0.1MG	METTLER	EA	\$ 1,783.37	
026641	BLD COLL SFTY 12 21GX3/4 50PK	BECTON DICKINSON	PK	\$ 51.04	
12565268	NUNC 15ML CONICL TBE BLK 500CS	THERMO SCIENTIFIC	CS	\$ 76.54	Y
DF0140083	AGAR 10 KILOGRAMS	BECTON DICKINSON	EA	\$ 2,902.19	
1368065	TCFLSK 75CM2 VENTD CANTD 60CS	CORNING LIFE SCIENCES DL	CS	\$ 70.58	Y
19050550C	GLV NTRL EXM FB ALOE LG 100/PK	FISHERBRAND	PK	\$ 8.39	
087722C	TC PLATE W/LID 96 WELLS 50/CS	CORNING LIFE SCIENCES DL	CS	\$ 68.91	Y
13645590	VERSASTAR 2PH/ ISE COND RDO/DO	THERMO SCIENTIFIC	EA	\$ 3,600.67	
0540109	EPP CENTRIFUGE MINSPIN 115V	EPPENDORF	EA	\$ 1,048.39	
R04050	MUELLER HINTON AGR 150 MM 10PK	REMEL	PK	\$ 10.56	Y
11700148	MIDI 40 CO2 INCUBATOR 120V	THERMO SCIENTIFIC	EA	\$ 3,548.97	
PI34080	SUPERSIGNAL WEST PICO 1/PK	THERMO SCIENTIFIC	PK	\$ 179.86	
S71003F	CMPD BINOCULAR MICROSCOPE 1 EA	NATIONAL OPTICAL FSE ONLY	EA	\$ 558.62	
149591B	14MLTBE PS 17X100 ST SNAP500CS	CORNING LIFE SCIENCES DL	CS	\$ 74.61	Y

13874180	ISOTEMP 4100R20 REF BATH-115V	THERMO SCIENTIFIC	EA	\$ 1,668.52	
12565135	PLATE F96WELL IMMUNO 60/CS	THERMO SCIENTIFIC	CS	\$ 202.59	Y
12567602	PIPET 5ML STR IND PAPER PK	THERMO SCIENTIFIC	CS	\$ 29.74	Y
1367610K	PIPET STER 25ML(0.2GRAD)200/CS	FISHERBRAND	CS	\$ 37.36	
02685125	VAC CPT SOD CIT BLUE 8ML 60/CS	BECTON DICKINSON	CS	\$ 560.38	
0877212	ORGN CULT DISH 60X15MM 500/CS	CORNING LIFE SCIENCES DL	CS	\$ 743.16	
116761C	LOCATOR JR CRYOBIOLOGICAL SYST	THERMO SCIENTIFIC	EA	\$ 3,336.76	
0666530B	DURX 670 WIPER 9X9 IN 300/PK	BERKSHIRE CORPORATION	PK	\$ 15.01	
19177520	GLV PFEXAM NTRL 3.5ML XS 250PK	MICROFLEX MEDICAL CORPORATION	PK	\$ 14.93	Y
354BP010	RHBMP-7 10 UG	R&D SYSTEMS	EA	\$ 300.30	Y
03338G	SMP VIAL SCR CP 6 DR 72/PK	FISHERBRAND	PK	\$ 16.20	
22363599	FB LP 10UL BL RIG 25BG 1000/CS	FISHERBRAND	CS	\$ 28.67	
UFC900396	AMICN ULTRA15ML 3K NMWL 4PK/CS	MILLIPORE CORP	CS	\$ 779.94	
02681151	1-200UL YEL BLVD GRAD 1000/PK	FISHERBRAND	PK	\$ 13.01	
01184150B	PUMP OIL VACUUM 4 LITER	FISHER SCIENTIFIC	EA	\$ 18.80	
SCGPU02RE	STERICUP-GP 250ML 12/PK	MILLIPORE CORP	PK	\$ 55.68	Y
PRU1515	DNTP MIX	PROMEGA CORPORATION	EA	\$ 64.23	
5036WN010	RHWNT-3A 10 UG	R&D SYSTEMS	EA	\$ 239.48	
11283100	RV8 ROTARY EVAP/CENTR CONC	EDWARDS VACUUM INC	EA	\$ 2,264.11	
19181529	FB POLY DISP APRONS 50/PK	FISHERBRAND	CS	\$ 3.51	
14823434	SYRINGE SLIP TIP 1ML 200/PK	BECTON DICKINSON	PK	\$ 22.78	

In the event that the net price for any item falls below sell cost plus 11%, the price charged will be sell cost plus 11%

EXHIBIT C – SERVICE MAINTENANCE DOCUMENTATION

We understand the daily challenges you face - finding ways to increase productivity and reduce costs, while striving to achieve better results in less time. The strategy selected to maintain your equipment plays a key role in determining your productivity, while maintaining high quality standards. Our approach is to capitalize on the strengths of multiple service offerings providing global solutions for your equipment. We offer a variety of Support Plans and options to meet your needs:

	Extended Warranty	Extended Warranty Plus	Scheduled Care Plan	Total Care Plan
RESOURCES				
Unlimited Priority Technical Phone Support	●	●	●	●
Firmware/Software Updates	●	●	●	●
PREVENTIVE MAINTENANCE SERVICES				
On-Site Preventive Maintenance		●	●	●
Preventive Maintenance Parts Kit		●		●
CORRECTIVE SERVICES				
Priority On-Site Support	●	●	●	●
On-Site Visits - Labor And Travel	●	●	15% discount	●
Factory-Certified Parts	●	●	15% discount	●
ADDITIONAL SERVICES				
Classification Services	●	●	●	●
Improved Response Time	●	●	●	●
Additional Preventive Maintenance	●	●	●	●
Calibration Services	●	●	●	●

Unity Lab Services
Part of Thermo Fisher Scientific

2017 Field Service Rates - United States

LED

Labor

Equipment Type	2017 Labor Rate
Controlled Environment	\$75.0
Biological Product Substrates	\$53.7
Lab Automation	\$53.0

Travel

Zone	Miles traveled to site	2017 Travel Charge
1	0 - 40	\$144
2	41 - 120	\$400
3	> 121	70.00 per hour travel hours @ \$ 245.00

EXHIBIT D- SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words* are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any Products, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

**First Amendment to the
Agreement Between
The University of Connecticut
and
Fisher Scientific Company L.L.C.
Contract Number UC-17-CGP012016-A**

University of Connecticut
Purchasing Department
3 Discovery Drive Unit 6076
Storrs, CT 06269-6076
hereinafter "**University**"

and Fisher Scientific Company L.L.C.
300 Industry Drive
Pittsburgh, PA 15275

hereinafter "**Contractor**"

Cathleen Paquette/ (860) 486-2620
University Contact/Phone

Garry Ferguson/(978) 201-1517
Contractor Contact/Phone

The original agreement (which is attached hereto) by and between the University of Connecticut and the Contractor, last executed on February 28, 2017 ("**Current Agreement**"), is hereby amended as follows:

1. **Term:** The term of the Current Agreement is extended for an additional two (2) months and the end date is changed from December 31, 2021 to February 28, 2022.
2. Section 1.2.2. of the Current Agreement is deleted in its entirety and replaced with the following:
 - 1.2.2. The Contractor agrees to provide Products/Services (as defined hereinafter) to any Constituent Unit of the State of Connecticut System of Higher Education (or to any institution within any such Constituent Unit), to any agency of the State of Connecticut and/or to any member of the Connecticut College Purchasing Group ("CCPG") under the same terms and conditions, including price, as are contained in this Contract, during the term hereof. Any such provision of Products/Services shall be provided pursuant to a separate agreement made by and between the Contractor and the applicable Constituent Unit (or institution within a Constituent Unit) or CCPG, as applicable, and the Contractor agrees that the University shall not be responsible for the obligations, acts, or omissions of such Constituent Unit (or institution within a Constituent Unit) or CCPG. The Contractor expressly acknowledges and agrees that: (i) the University has made no representation to the Contractor that either any other Constituent Unit (or any institution within a Constituent Unit) or CCPG will make purchases of Products/Services from the Contractor; and (ii) that no such representation has formed any part of the consideration received by the Contractor hereunder.

This Amendment may be executed in counterparts, and each counterpart shall have the same force and effect as an original and, when taken together, shall constitute one and the same instrument and an effective binding agreement on the part of each of the undersigned. Execution of a facsimile or PDF copy shall have the same force and effect as execution of an original. Signed copies of this Amendment may be faxed and e-mailed with the same force and effect as if the originally executed Agreement had been delivered.

All provisions of the Current Agreement, except those which are explicitly modified hereby, shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

THE UNIVERSITY OF CONNECTICUT:

FISHER SCIENTIFIC COMPANY L.L.C.

By: _____

By: 

Print Name: _____

Print Name: Duane Talhouk

Title: Executive V.P. of Admin/CFO
(Authorized Signatory)

Title: Vice President Academic and Government
(Authorized Signatory)

Date: _____

Date: 04-26-2017

AGO Approval (As to Form)

By: _____

Date: _____

Print Name: _____

Title: _____