

**MASTER PURCHASE AGREEMENT**

**BY AND BETWEEN**

**HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND**

**AND**

**FISHER SCIENCE EDUCATION**

**CONTRACT AMENDMENT #8 TO MASTER PURCHASE AGREEMENT/U.S.COMMUNITIES GOVERNMENT  
PURCHASE ALLIANCE IN REFERENCE TO CONTRACT RFP 08-04026**

The Master Purchase Agreement made and executed by both parties on the 24<sup>th</sup> day of June, 2008 is hereby amended to include changes to the Agreed Price Proposal applicable to current Fisher Science Education catalogs where the Percentage Discount from Catalog List Price states that the "Base discount across all categories is 31%" and to the Fisher Scientific Advanced Science Catalog where the Percentage Discount from Catalog List Price states the "18% discount across all products." as follows:

**Additional Incentives /Large Order Incentive to Participating Members shall read as follows:**

- 1. "Fisher will provide a 0.5% incentive for single orders greater than \$10,000 net. The incentive will grow to 1% for single orders that exceed \$25,000 net, 2% for orders that exceed \$50,000 net and 3% for orders that exceed \$100,000 net. The incentive will be calculated on orders shipping to one location and purchased through this agreement."***
- 2. Change "Sole Supplier Discount to Participating Members" to read, "Primary Supplier Discount to Participating Members" and the % Discount shall read, "Additional discount of 1.0% to Participating Members across all categories if a Member formally designates Fisher as their primary science supplier for the products in Fisher's portfolio. There is no annual order volume requirement."***
- 3. Add the following in the Additional Incentives Section, "Additional Discount for Equipment Items" and the % Discount shall read, "Fisher will provide additional discounts for select equipment items. Equipment items where the base extended selling price for any individual equipment item exceeds \$2500 will qualify for an additional 7% discount. The discount will grow to 10% if the base extended selling price exceeds \$5000."***

4. **Additionally, to the "Comments or Notes to Discount Offering" #8 is revised as follows , "There is no minimum order value requirement".**
5. **Additionally, to the "Comments or Notes to Discount Offering #12 is added to read as follows: "Items that qualify for added equipment discount include: balances, calculators, cameras, centrifuges, electrochemical items, electrophoresis units, hotplates/stirrers, microscopes, storage units, video systems, waterbaths, and workstations. Accessories do not qualify for the added discount. A complete listing of qualifying equipment items will be made available upon request."**

***\*Underlined denotes new or added language***

***\*\*A revised Section III Price Proposal attachment to this Amendment (pages 1-3 dated May 5, 2009) reflects the revisions contained within this Amendment.***


**The above agreed contract amendments are effective upon contract signature execution.**

**HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND**

By:   
John R. Miller, Director of Purchasing

Date: 5/5/2009

**FISHER SCIENCE EDUCATION**

By:   
David S. Gribben, Marketing and Customer  
Operations Director

Date: 5/5/09

**Section III (C) Price Proposal**

Catalog(s) Name	Percentage Discount from Catalog List Price	Additional Incentives	
		Incentive	% Discount
<p>Discount offer applies to all Fisher Science Education 2008 Catalogs and full Fisher Science Education web product line. Pricing to be updated annually, with the release of new catalogs for each subsequent year, per the terms of the contract.</p> <p>Current Fisher Science Education catalogs and product line include:</p> <ul style="list-style-type: none"> <li>- Fisher Scientific Education</li> <li>- Fisher Scientific Elementary</li> <li>- Fisher Science Education Safety</li> <li>- Fisher Science Education Biotechnology</li> <li>- Fisher Scientific College</li> <li>- All products on Fisher Science Education website</li> </ul> <p>All discounts and incentives hold for the full 5-year duration of the contract, plus any extensions.</p>	<p><b>Base discount across all categories: 31%</b></p>	<p><b>Volume Rebate to Participating Members</b></p>	<p>Fisher will provide a 0.5% <b>annual rebate</b> when sales in a defined 12-month contract period surpass \$200,000. The rebate will grow to 1% if the annual volume exceeds \$500,000. Rebates will be calculated by district, based on total sales for the school year purchased through this agreement.</p>
		<p><b>Large Order Incentive to Participating Members</b></p>	<p>Fisher will provide a 0.5% <b>incentive</b> for single orders greater than \$10,000 net. The incentive will grow to 1% for single orders that exceed \$25,000 net, 2% for orders that exceed \$50,000 net, and 3% for orders that exceed \$100,000 net. The incentive will be calculated on orders shipping to one location and purchased through this agreement.</p>
		<p><b>E-commerce Incentive to Participating Members</b></p>	<p>Fisher will provide a 0.5% <b>rebate incentive</b> if a Participating Member purchases at least 50% of their orders through e-commerce in a defined 12-month contract period. The incentive will be calculated on orders purchased through this agreement.</p>
		<p><b>Primary Supplier Discount to Participating Members</b></p>	<p><b>Additional discount of 1.0% to Participating Members</b> across all categories if a Member formally designates Fisher as their primary science supplier for the products in Fisher's portfolio. <b>There is no annual order volume requirement.</b></p>
		<p><b>Additional Discount for Equipment Items</b></p>	<p>Fisher will provide additional discounts for select equipment items. Equipment items where the base extended selling price for any individual equipment item exceeds \$2500 will qualify for an <b>additional 7% discount</b>. The discount will <b>grow to 10%</b> if the base extended selling price exceeds \$5000.</p>
		<p><b>Lab Safety Training</b></p>	<p><b>Free Lab Safety Workshop</b> (up to 4 hours) for any school district purchasing \$200,000 in any 12-month contract period. <b>Districts ordering \$100,000 or more will receive a free lab safety webinar.</b></p>

Catalog(s) Name	Percentage Discount from Catalog List Price	Additional Incentives	
		Incentive	% Discount
<p>Fisher Scientific Advanced Science Catalog and full web product line. Pricing to be updated annually, with the release of new catalogs for each subsequent year, per the terms of the contract.</p> <p>All discounts and incentives hold for the full 5-year duration of the contract, plus any extensions.</p>	<p><b>18% discount across all products. This discount is applicable to K-12 education institutions only</b></p>	<p><b>Volume Rebate to Participating Members</b></p>	<p>Fisher will provide a 0.5% <b>annual rebate</b> when sales in a defined 12-month contract period surpass \$200,000. The rebate will grow to 1% if the annual volume exceeds \$500,000. Rebates will be calculated by district, based on total sales for the school year purchased through this agreement.</p>
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		<p><b>Lab Safety Training</b></p>	<p><b>Free Lab Safety Workshop</b> (up to 4 hours) for any school district purchasing \$200,000 in any 12-month contract period. <b>Districts ordering \$100,000 or more will receive a free lab safety webinar.</b></p>

### Comments or Notes to Discount Offering

Discounts are subject to the following conditions:

1. All discounts and incentives are valid for the full 5-year duration of the contract, plus any additional extension years.
2. All rebates and incentives are calculated on invoiced, paid sales off this contract, net of credits and returns.
3. 12-month period for incentive rebates will vary by district and will start on the date when a particular school system agrees to start using the U.S. Communities agreement for its science products purchases. If a specific district wishes to set the 12-month term to follow their annual school or budget year, we will accommodate that.
4. The catalog discounts are subject to a GP floor of 18.0%. A lower GP floor of 16.0% will apply to products with list price of more than \$500. Rebates and incentives are not subject to GP floor. Margins will be calculated according to the following formula:  $GM\% = 1 - (\text{cost}/\text{price})$ , reflected as a percentage.
5. Catalog discounts apply to current catalog prices only and are not applicable to sale items or special quotations.
6. To receive the "Primary Supplier" participating member extra discount, districts will not be required to purchase all science materials from Fisher, as no single company is able to provide access to all needed items. The only requirement is that the district designates Fisher Science Education as the district's primary science supplier for the products that are in our product portfolio, and purchase those products solely from Fisher, where possible.
7. Free Freight on orders over \$100, excluding Live, Hazardous, Motor Freight Items and shipments to Alaska/Hawaii. There will be no freight minimum requirement for any district that selects Fisher Science Education as its primary supplier for the products that we supply. A hazardous materials surcharge of \$21.50 will be charged where applicable. Freight charges for live, motor freight items and shipments to Alaska/Hawaii are provided on request.
8. There is no minimum order value requirement.
9. We are waiving fuel surcharge charges.
10. Discounts do not apply to items noted as "ND" in any catalog.
11. In its normal course of the catalog based business, Fisher does, on occasion:
  - a. Update prices
  - b. Substitute products
  - c. Change units of measure
  - d. Delete products

For any products/changes that impact U.S. Communities agreement, Fisher will work with the purchasing or other specified office with respect to such changes, based on terms negotiated in this RFP.

12. Items that qualify for added equipment discount include: balances, calculators, cameras, centrifuges, electrochemical items, electrophoresis units, hotplates/stirrers, microscopes, storage units, video systems, waterbaths, and workstations. Accessories do not qualify for the added discount. A complete listing of qualifying equipment items will be made available upon request.