MASTER PURCHASE AGREEMENT

by and between

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

AND

FISHER SCIENCE EDUCATION

CONTRACT AMENDMENT #10 TO MASTER PURCHASE AGREEMENT/US COMMUNITIES
GOVERNMENT PURCHASE ALLIANCE

The Master Purchase Agreement made and executed by both parties is hereby amended to reflect the following change pursuant to Section III (C) Price Proposal specific to Comments or Notes to Discount Offering, Number 7 to read as follows (italics denotes language change).

"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 $24.00 will be charged where applicable, and may be adjusted periodically based upon a mutually agreed upon rate but may not exceed $1.50 over the previous charge. Freight charges for live, motor freight items and shipments to Alaska/Hawaii are provided upon request."

This change is effective beginning March 19, 2012.

In witness whereof, the parties have executed this Amendment #10 in the year and day as noted below:

Harford County Public Schools, Maryland

By: ________________________________ Date: 3/5/12

Jeffrey Lavoie
Supervisor of Purchasing

Fisher Science Education

By: ________________________________ Date: 3/5/12

Title: General Manager - Fisher Science Education
MASTER PURCHASE AGREEMENT

by and between

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

AND

FISHER SCIENCE EDUCATION

CONTRACT AMENDMENT TO MASTER PURCHASE AGREEMENT/U.S.COMMUNITIES GOVERNMENT PURCHASE ALLIANCE

The Master Purchase Agreement made and executed by both parties is hereby amended to reflect the following change pursuant to Section III (C) Price Proposal specific to Comments or Notes to Discount Offering, Number 7 to read as follows (italics denotes language change).

"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 $22.50 will be charged where applicable, and may be adjusted periodically based upon a mutually agreed upon rate but may not exceed $1.50 over the previous charge. Freight charges for live, motor freight items and shipments to Alaska/Hawaii are provided on request."

This change is effective on or about July 1, 2010.

In witness whereof, the parties have executed this amendment in the year and day as noted:

Harford County Public Schools, Maryland

By: [Signature]                      Date: 6-21-10

Fisher Science Education

By: [Signature]                      Date: 6/7/10
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 24th 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: ____________________________ Date: 5/5/2009
John R. Miller, Director of Purchasing

FISHER SCIENCE EDUCATION

By: ____________________________ Date: 5/5/09
David S. Gribben, Marketing and Customer Operations Director
### Section III (C) Price Proposal

<table>
<thead>
<tr>
<th>Catalog(s) Name</th>
<th>Percentage Discount from Catalog List Price</th>
<th>Additional Incentives</th>
</tr>
</thead>
</table>
| 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. | Base discount across all categories: 31% | **Volume Rebate to Participating Members**  
Fisher will provide a 0.5% annual rebate 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. |
| Current Fisher Science Education catalogs and product line include:            |                                             | **Large Order Incentive to Participating Members**  
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. |
| - Fisher Scientific Education                                                  |                                             | **E-commerce Incentive to Participating Members**  
Fisher will provide a 0.5% rebate incentive 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. |
| - Fisher Scientific Elementary                                                 |                                             | **Primary Supplier Discount to Participating Members**  
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. |
| - Fisher Science Education Biotechnology                                      |                                             | **Additional Discount for Equipment Items**  
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. |
| - Fisher Scientific College                                                   |                                             | **Lab Safety Training**  
Free Lab Safety Workshop (up to 4 hours) for any school district purchasing $200,000 in any 12-month contract period. Districts ordering $100,000 or more will receive a free lab safety webinar. |
| - All products on Fisher Science Education website                           |                                             |                                                                                                                                                       |

All discounts and incentives hold for the full 5-year duration of the contract, plus any extensions.

Effective 5-5-09
<table>
<thead>
<tr>
<th>Catalog(s) Name</th>
<th>Percentage Discount from Catalog List Price</th>
<th>Additional Incentives</th>
</tr>
</thead>
<tbody>
<tr>
<td>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. All discounts and incentives hold for the full 5-year duration of the contract, plus any extensions.</td>
<td>18% discount across all products. This discount is applicable to K-12 education institutions only</td>
<td>Volume Rebate to Participating Members Fisher will provide a 0.5% annual rebate 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.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Large Order Incentive to Participating Members 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.</td>
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<td>E-commerce Incentive to Participating Members Fisher will provide a 0.5% rebate incentive 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.</td>
</tr>
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<td></td>
<td></td>
<td>Primary Supplier Discount to Participating Members 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.</td>
</tr>
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<td>Additional Discount for Equipment Items 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.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lab Safety Training Free Lab Safety Workshop (up to 4 hours) for any school district purchasing $200,000 in any 12-month contract period. Districts ordering $100,000 or more will receive a free lab safety webinar.</td>
</tr>
</tbody>
</table>

Effective 5-5-09
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: \( GM\% = 1 - \frac{\text{cost}}{\text{price}} \), 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.

Effective 5-5-09

Fisher Science
MASTER PURCHASE AGREEMENT

BY AND BETWEEN

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

AND

FISHER SCIENCE EDUCATION

CONTRACT AMENDMENT #7 TO MASTER PURCHASE AGREEMENT /U.S.COMMUNITIES GOVERNMENT PURCHASING ALLIANCE IN REFERENCE TO RFP 08-04026

The Master Purchase Agreement made and executed by both parties on the 24th day of June, 2008 is hereby amended to include a Revised Price Proposal dated January 1, 2009 attached hereto.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT IN THE YEAR AND DAY SO NOTED:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

By: John R. Miller Date: 12/09/08
John R. Miller, Director of Purchasing

FISHER SCIENCE EDUCATION

By: David S. Gribben Date: 12/09/08
David S. Gribben, Director of Marketing
## Section III (C) Price Proposal

<table>
<thead>
<tr>
<th>Catalog(s) Name</th>
<th>Percentage Discount from Catalog List Price</th>
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<tr>
<td>Discount offer applies to all Fisher Science Education 2008 Catalogs and all 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.</td>
<td>Base discount across all categories: 31%</td>
<td>Volume Rebate to Participating Members. Fisher will provide a 0.5% annual rebate 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.</td>
</tr>
<tr>
<td>Current Fisher Science Education catalogs and product line include:</td>
<td></td>
<td>Large Order Incentive to Participating Members. Fisher will provide a 0.5% rebate incentive for single orders greater than $10,000 net. The incentive will grow to 1% for single orders that exceed $25,000 net. Incentive will be calculated on orders shipped to one location and purchased through this agreement.</td>
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<td>- Fisher Scientific Education</td>
<td></td>
<td>E-commerce Incentive to Participating Members. Fisher will provide a 0.5% rebate incentive 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.</td>
</tr>
<tr>
<td>- Fisher Scientific Elementary</td>
<td></td>
<td>Sole Supplier Discount to Participating Members. Additional discount of 1.0% to Participating Members across all categories if a Member designates Fisher as their sole primary science supplier for the products in Fisher's portfolio. There is no annual order volume requirement.</td>
</tr>
<tr>
<td>- Fisher Science Education Safety</td>
<td></td>
<td>Lab Safety Training. Free Lab Safety Workshop (up to 4 hours) for any school district purchasing $200,000 in any 12-month contract period. Districts ordering $100,000 or more will receive a free lab safety webinar.</td>
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All discounts and incentives hold for the full 5-year duration of the contract, plus any extensions.

Effective 1-1-09
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<td></td>
<td>E-commerce Incentive to Participating Members</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sales Supplier Discount to Participating Members</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lab Safety Training</td>
</tr>
</tbody>
</table>

Effective 1-1-09
**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 use 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-(cost/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 “ Sole 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 complete access to all needed items. The only requirement is that the district designates Fisher Science Education as its sole 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. 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 a $50 minimum order value. The minimum order value is waived for any district that selects Fisher Science Education as its sole primary supplier for the products that we supply.
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.

Effective 1-1-09

Fisher Science Education
Amendment 6

MASTER PURCHASE AGREEMENT:
By and between:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
102 S. Hickory Avenue
Bel Air, MD 21014
AND
FISHER SCIENCE EDUCATION
4500 Turnberry Drive
Hanover Park, IL 60133

Harford County Public Schools, Maryland and Fisher Science Education hereby agree to amend the Master Purchase Agreement (the "Agreement") made and executed by the parties, as follows:

1. Insert the following as new Section N of the Agreement:

   "N. Terms and Conditions of Sale. To the extent that they do not conflict with the terms and conditions of this Master Purchase Agreement or those of RFP #08-04026, the terms and conditions attached hereto as Exhibit A will be applicable to the sales of all products and services pursuant to the Master Purchase Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT 6 TO MASTER PURCHASE AGREEMENT IN THE YEAR AND DAY AS NOTED:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

By

[Signature]

Director of Purchasing

7/8/08

Date

FISHER SCIENCE EDUCATION

By

[Signature]

Amit Agarwal

General Manager

6/27/08

Date
EXHIBIT A TO AMENDMENT 6

TERMS AND CONDITIONS OF SALE

PLEASE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

GENERAL: Science Educators ("Buyer") hereby offers for sale the buyer named on the 2nd hereof (the "Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Seller with respect to the sale are hereby superseded and made part of this Agreement. In the event of a conflict between this Agreement and any other document, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's offer. Buyer's receipt of Products or Seller's commencement of the services provided herewith is not intended to act as an acceptance of Buyer's offer. Risk of loss or damage shall pass to Buyer upon delivery of the Products at Seller's place of business. Buyer shall immediately inspect the Products upon delivery. Any claim, except for warranty claims, for nonconformity or damage must be made in writing within 10 days of receipt. All claims must be made in writing and must be submitted to Seller for acceptance or rejection. No claims will be entertained for damage or loss after the Products have been received by Buyer or if the Products have not been inspected by Buyer. Seller's liability for breach of any warranty is limited to replacement or repair of the Products or refund of the purchase price. Buyer is responsible for all costs of transportation, insurance and other charges incurred in connection with the delivery of the Products. All sales are final and no returns will be accepted. Any returns must be pre-approved by Seller and are subject to a restocking fee.

PRICE: All prices quoted by Seller are subject to change and are not binding on Seller until such time as Buyer has accepted these terms and conditions. All prices are subject to change without notice and may be modified at any time. All prices are FOB Seller's place of business and are subject to increase due to increases in duties or taxes (including shifting of duties) mandated by the U.S. government, or to increases in freight charges. Buyer shall pay all such duties or taxes. All prices are subject to change due to increases in duties or taxes (including shifting of duties) mandated by the U.S. government, or to increases in freight charges. Buyer shall pay all such duties or taxes.

TAXES AND OTHER CHARGES: For all goods delivered to Buyer in the People's Republic of China, the Buyer shall pay any applicable value-added tax plus any additional charges. Buyer agrees to pay all taxes assessed against the sale, delivery, or use of the products, including any taxes levied on Seller in connection with the sale of such products, and agrees to provide Seller with all the necessary information to compute and report any taxes that are payable by Seller on such sales.

INDEMNIFICATION: By Seller agreement, Seller agrees to indemnify, defend, and hold harmless Buyer, its officers, directors, and employees from and against any and all claims, liabilities, actions, causes of action, suits, claims, damages, costs, and expenses (including without limitation reasonable attorneys' fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) a claim that a Patent infringes any valid United States patent, copyright or trade secret. Provided, however, that Seller shall have no Liability under this Section to the extent any such Indemnified Item is caused by (a) any actions of Buyer or any of its agents or contractors, (b) any third party, or (c) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications, recommendations, or instructions, (v) modification of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations under this Agreement and shall give Seller reasonable opportunity to defend and control the defense of such claim. In the event (a) and (b) are not true, and if Buyer modifies the Product, Buyer shall defend and control the defense of such claim. In the event (a) is not true, Buyer shall not settle any claim without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations under this Agreement and shall give Seller reasonable opportunity to defend and control the defense of such claim. In the event (a) is not true, Buyer shall not settle any claim without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations under this Agreement and shall give Seller reasonable opportunity to defend and control the defense of such claim. In the event (a) is not true, Buyer shall not settle any claim without Seller's prior written approval.
Amendment 5

MASTER PURCHASE AGREEMENT:
By and between:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
102 S. Hickory Avenue
Bel Air, MD 21014
AND
FISHER SCIENCE EDUCATION
4500 Turnberry Drive
Hanover Park, IL 60133

Harford County Public Schools, Maryland and Fisher Science Education hereby agree to amend the Master Purchase Agreement (the "Agreement") made and executed by the parties, as follows:

1. On page 1 of the Agreement, delete the third paragraph, and insert:

"WHEREAS, pursuant to a request by the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: furnish, supply and deliver science supplies, equipment, furniture, labware, services and related science instructional items used for teaching science in the classroom or laboratory, but not for advanced research use in accordance with the scope, terms and conditions of Request for Proposal, RFP #08-04026, addenda, amendments, appendices and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement."

2. On page 1 of the Agreement, delete Section A, and insert:

"Services. Supplier will provide Miscellaneous Science/Labware Supplies and Equipment as detailed in the referenced RFP for use in teaching science in the classroom or laboratory, but not for advanced research use and related services for HCPS in its response to the heretofore referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Purchase Agreement."

3. On Amendment 3, delete Section 2(c).

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT 5 TO MASTER PURCHASE AGREEMENT IN THE YEAR AND DAY AS NOTED:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

By ________________________________  ________________________________
Director of Purchasing  Date

FISHER SCIENCE EDUCATION

By ________________________________  ________________________________
General Manager  Date
Amendment 4

BOARD OF EDUCATION OF HARFORD COUNTY

DECISION ON CONTRACT AWARD ON SCIENCE /LABWARE SUPPLIES AND EQUIPMENT

June 23, 2008

Background Information:

Harford County Public Schools has traditionally procured its requirements for science and labware supplies either through a competitive line item bid process or by “piggybacking” other competitive awards by school districts, most recently the Fairfax County Public School bid which offered a catalog discount of approximately 29.5% with free shipping. Annually HCPS procures approximately $100,000 of these supplies including chemicals and live specimens.

Discussion:

Harford County Public Schools as a member of U.S. Communities Public Services Alliance (www.uscommunities.org) has used many U.S. Communities contracts for commodities such as copiers, office supplies, sporting goods, security cameras—as well as many others. U.S. Communities asked Harford County Public Schools to be the Lead Agency on the Science Labware catalog contract. This will allow public agencies around the country to utilize our contract as their contracting vehicle.

The Purchasing Department issued a Request for Proposal (RFP#08-04026) and proposals were received on April 30, 2008. An evaluation committee consisting of purchasing professionals from Davis United School District-California, Hillsborough County Public Schools-Florida, Anne Arundel County Public Schools—Maryland as well as members of the Harford County Public Schools Purchasing Department (including an ex-officio role by Mr. Mark Herzog), met for two days to evaluate the proposals received. Of the four proposal received, two were found to be non-responsive (Sargent Welch and Science Kit). The evaluators scored two proposals received from Fisher Scientific and Frey Scientific. The evaluators decided that the proposal from Fisher Scientific was the most favorable and offered the best value both in terms of the technical and price submissions. The following summarizes the price proposals of the two proposers:

<table>
<thead>
<tr>
<th></th>
<th>Fisher</th>
<th>Frey</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Base discount off catalog</td>
<td>31%</td>
<td>28%</td>
</tr>
<tr>
<td>2. Additional discount if designated a sole provider by school district</td>
<td>1.0%</td>
<td>None</td>
</tr>
<tr>
<td>3. Rebates: Volume/Large Order/E-commerce</td>
<td>1.5-2.5%</td>
<td>1.0%</td>
</tr>
<tr>
<td>4. Minimum order amount</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>5. Shipping</td>
<td>None**</td>
<td>None*</td>
</tr>
</tbody>
</table>
*Free Shipping on all items except furniture, hazardous material and live specimens.

**Free Shipping on all items except live and hazardous material when Fisher is designated a sole supplier with certain exceptions by the customer. Alaska and Hawaii not included.

This will be a five year agreement with the option to renew for one additional two-year period.

**Superintendent’s Recommendation:**

The Superintendent of Schools recommends that the Board of Education accepts the recommendation made by the evaluation committee to approve the award of a national contract for science and labware supplies to Fisher Science Education, 4500 Turnberry Drive, Hanover Park Illinois, 60133.
Amendment 3

Harford County Public Schools
US Communities Government Purchasing Alliance

Response to RFP #08-04026
Science/Labware Supplies and Equipment

Comments from Fisher Science Education’s Legal Review

Our legal team reviewed the terms and conditions outlined in the RFP. Further legal review will take place at the time of final contract negotiation and execution. We have following comments for your consideration:

1. Comments on general requirements for Harford County Public Schools, MD, beginning on page 74, are as follows:
   a. Page 74, Section IV – In line 1, after the work “property”, insert “to the extent”; in line 3, at the beginning of the sentence, before the words “The Contractor”, insert “To the extent caused by the Contractor or its employees or agents,”
   b. Page 74, Section V (B) – At the end of this section, insert “except to the extent caused by the act or omission of HCPS or its employees, agents or contractors.”
   c. Page 75, Section VIII © - In line 2 of the first paragraph, after the word “contract”, insert “and such failure or violation continues for a period of thirty (30) days after written notice to Contractor”
   d. Page 76, Section IX © - In line 5, after “HCPS”, insert “to the extent”
   e. Page 76, Section X – At the end of this section, insert “All such access shall be subject to reasonable prior notice, scheduled at mutually convenient times, and shall be conducted in a manner to minimize disruption to Contractor’s business”
   f. Page 82, Insurance Requirements, Section 3 – In line 1, after the word “law”, insert “but only to the extent caused by Contractor or its employees or agents”; in line 4, delete the phrase “services provided by”, and insert “negligence or willful misconduct”
   g. Page 82, Insurance Requirements, Section 4 – In line 3, after the word “fees”, insert “for property damage”
   h. Page 82, Insurance Requirements, Section 5 – In line 7, after the word “Board”, insert “except to the extent that such injury is caused by the act or omission of HCPS or the Board; delete the penultimate sentence of this section
   i. Page 83, Insurance Requirements, Section 6 – at this end of this section, insert “except to the extent that such damage is caused by the act or omission of the Board of HCPS or their respective employees, agents or contractors”

2. In addition, we would like the following to be reflected in final executed agreements:
   a. Page 34, Under “Corporate”, at the end of first bullet point, insert “for supplies, equipment and services used for teaching science”
   b. Page 41, at the end of section 1, add “Annual sales figures shall be net of all returns and credits for purposes of determining administrative fees”
   c. Payment terms to supplier shall be net 45 days from date of invoice

Accepted:

[Signature]
[Date]
Amendment 2
Harford County Public Schools Response to RFP #08-04026
US Communities Government Purchasing Alliance Science/Labware Supplies and Equipment

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.
5. Catalog discounts are subject to current catalog prices only and are not applicable to sale items or special quotations.
6. To receive the “sole 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 sole 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 sole 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 requests.
8. There is no minimum order 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.
May 27, 2008

Fisher Science Education – Best and Final Offer
Summary of Price Proposal

1. For products in Fisher Science Education’s portfolio

Base Discount 29.5%

Sole award discount by U.S. Communities 1.5%

Total discount with sole award by U.S. Communities 31.0%

Additional discount to Participating Members
Members that designate Fisher as sole source 1.0%

Total discount with sole award both by U.S. Communities and By Participating Members 32.0%

Note: Total discount with sole award by Participating Agency, but not by U.S. Communities 30.5%

Additional incentives
Volume rebate 0.5% to 1.0%
Large order discount 0.5% to 1.0%
E-commerce incentive 0.5%

Total benefit if all discounts and incentives utilized 33.5% to 34.5%
Amendment 1 (continued)

II. For Products in Fisher Advanced Science and Fisher Safety 2008 Catalogs and Full Web Product Line

Base Discount off of Fisher Advance Science/Fisher Safety 2008 Catalogs
  - 18.0%
Rental of Full Web Product Line
  - 1.0%
Additional discount to Participating Members that Designate Fisher as sole supplier

Additional incentives
  - Volume rebate
  - Large order discount
  - E-commerce incentive
    - 0.5% to 1.0%
    - 0.5% to 1.0%
    - 0.5%

Explanation of Incentives to Participating Members:

I. **Volume Rebate** – Fisher will provide a 0.5% annual rebate 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.

II. **Large Order Incentive** – Fisher will provide a 0.5% extra discount incentive for single orders greater than $10,000 net. The incentive will grow to 1% for single orders that exceed $25,000 net. Incentive will be calculated on orders shipping to one location and purchased through this agreement.

III. **E-commerce Incentive** – Fisher will provide a 0.5% rebate incentive if a Participating Member purchases at least 50% of their orders through e-commerce in any school year. The incentive will be calculated on orders purchased through this agreement.

IV. **Sole Supplier Discount** – Additional discount of 1.0% to Participating Members across all categories if a Member designates Fisher as their sole science supplier for all products in Fisher’s portfolio.

V. **Lab Safety Training** – Free Lab Safety Workshop (up to 4 hours) for any school district purchasing $200,000 in any school year. Districts ordering $100,000 or more will receive a free lab safety webinar.