

BASIC ORDERING AGREEMENT BETWEEN
LAWRENCE LIVERMORE NATIONAL SECURITY, LLC.
AND
FISHER SCIENTIFIC COMPANY, LLC.
BASIC ORDERING AGREEMENT No. LLNL-BOA-2013-002

This Basic Ordering Agreement (BOA) No. LLNL-BOA-2013-002 between Fisher Scientific Company, LLC. (hereinafter "Seller") and Lawrence Livermore National Security, LLC. (hereinafter called "LLNS") is entered into to provide products and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement includes products listed in Attachment A.
2. This BOA is for the Department of Energy Contractors having a prime contract with the DOE. A current list is available at <https://icpt.llnl.gov/>, Contacts- ICPT Council Member & Constituent List and authorized subcontractors (providing supplies are in direct support of a prime contract) collectively herein after called "Contractors".
3. This Agreement may also be used by other DOE Prime Contractors (collectively herein after called "Contractor").
4. The pricing is in accordance with Attachment A.
5. General Terms and Conditions (06/2012) are included in Attachment C, and made a part herein.

The parties agree that Contractors may place orders under this BOA and receive the appropriate, discounted price. Each DOE Contractor shall place its own Orders under this Agreement and shall be direct-billed accordingly.

ARTICLE 1 - SCOPE OF WORK

All Orders placed hereunder shall reference the number of this BOA LLNL-BOA-2013-002 and site-specific order number as required by the specific Contractor site. The term of this BOA is five (5) years from the effective date of this BOA. Effective term of Agreement is from 01 May 2013, through 30 April 2018.

The Seller agrees to furnish such quantities of products or services described herein as Contractor may order during the term of this Agreement. The Seller's obligation to each Contractor shall become effective upon acceptance of particular orders issued under the Agreement.

ARTICLE 2 - DELIVERY/PAYMENT

The work specified in Article 1 shall be completed and delivered as follows:

- F.O.B. Point (point of delivery): Destination
- Payment Terms: Prompt payment discount or Net 30 days from receipt of a proper invoice
- Delivery location and schedule shall be negotiated for each order under this BOA.

ARTICLE 3 - PRICING TERMS

The Supplies shall be furnished at the fixed discounts identified in ATTACHMENT A, MASTER DISCOUNT SCHEDULE effective 01 May 2013 – 30 April 2014. All of the Seller's packaging permits and related handling costs shall be included in the price for the supplies.

The discounts identified in ATTACHMENT A, MASTER DISCOUNT SCHEDULE shall remain fixed through 30 April 2014. These discounts may be adjusted no more than annually through the issuance of a bilateral modification.

Once established, the discounts will not be subject to change unless the net price for any item falls beneath Seller's cost plus 11%. In the event that the price extended hereunder results in a price to Contractor below Seller's cost plus 11%, the price

for that item will then be priced at Seller's cost plus 11% provided, however, that at no time shall the seller charge more than the Manufacturer's or Seller's List Price.

Electronic Order Placement Pricing: For all orders placed electronically, the Seller agrees to apply an additional 1% discount to the then-current discount for that particular category code as identified in the Master Discount Schedule. This additional discount applies to all orders placed electronically, regardless of the volume and/or value of orders placed in this manner. This discount shall be payable to the individual ICPT participating contractors in the form of a rebate check from time-to-time, and will be calculated concurrent with the Seller's 'annual review and reconciliation of the actual prices charged to the ICPT contractors versus the contractually allowed prices.

ARTICLE 4 – GROWTH INCENTIVE

The Seller has agreed to offer ICPT an incentive based on growth of ICPT's annual purchases of Catalog products through the Seller, specifically excluding those products obtained from third party suppliers with whom the Seller does not maintain an established franchise vendor relationship. The Seller will measure the total ICPT purchases of Catalog products only for each contract year of the term of this Agreement and will compare the current contract year's purchases (the "Current Purchases") against the previous contract year's purchase (the "previous Purchases"). In the event that ICPT's Current Purchases meet or exceed ICPT's Previous Purchases in aggregate, ICPT will be entitled to a Growth Incentive calculated by multiplying the incremental Current Purchases (Current Purchases minus Previous Purchases) by five percent (5%). A baseline of ICPT purchases at the participating contractor level, over the preceding 12-month contract year will be provided to the Customer annually within 30 days of the end of the contract year.

For the sake of clarity, ICPT will not be entitled to a Growth Incentive in any contract year in which the Current Purchases fail to meet or exceed the Previous Purchases in aggregate. The Seller will make payment on any earned Growth Incentive to Customer no later than forty-five (45) days following the end of each contract year. Incentive payments will be made to the individual ICPT participating contractors based on their relative contributions to the total ICPT growth in Current Purchases.

Should additional authorized contractors elect to purchase under this Agreement, a revised baseline of contractor's Fisher purchases made outside of this Agreement over the preceding 12-month period shall be provided to ICPT and used in subsequent incentive calculations.

Notwithstanding the requirements in Article 6 of this Agreement, any such rebates will only be payable for business transacted directly with Fisher Scientific.

ARTICLE 5 – QUARTERLY REPORTING

In accordance with Section 11, "Data Reporting Requirements" of the General Provisions of this Agreement, the Seller agrees to provide quarterly savings reports, broken out by site, on or before the 10th business day of the month following the end of each Fiscal Year Quarter. The savings report issued in October each year shall also include an annual reporting of savings in addition to the Fourth Quarter savings.

ARTICLE 5 - ADMINISTRATIVE

BOA Procurement Administrator's Address is as follows:

Elizabeth Winkelman, Contracts Administrator
Lawrence Livermore National Laboratory
P.O. Box 5012, L-650
Livermore, CA 94551
(925) 422-4059
(925) 423-0450 – fax
winkelman2@llnl.gov

All matters relating to the administration, performance and interpretation of this Agreement shall be referred to the BOA Procurement Administrator. The Seller shall direct all correspondence for approval in writing to the BOA Procurement Administrator. The BOA Procurement Administrator will issue any notices or approvals in writing to the Seller.

BOA Sellers Administrator's Address is as follows:

Brad Galbreath, Industry Director – Federal Government
Fisher Scientific Company, LLC.

300 Industry Drive
Pittsburgh, PA 15275
(817) 304-0879
(817) 295-8051 - fax
Brad.Galbreath@ThermoFisher.com

ARTICLE 6 – SMALL BUSINESS RESELLER REQUIREMENTS

For those Agreements that are written to large business, the Seller agrees to offer all products and services described herein to the Contractors through authorized dealers/resellers.

This includes local small/small disadvantaged, woman-owned, HUB Zone, veteran-owned and service disabled veteran-owned businesses for the Contractors. This will assist the Contractors in meeting established socio-economic goals imposed by the Department of Energy. The Seller agrees to propose a pricing strategy that would allow authorized dealers/resellers to sell to the Contractors at the ICPT agreed upon prices.

ARTICLE 6 - SITE-SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that the Contractor may have requirements unique to its post, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Security, Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

Seller's site specific pricing shall be included under ATTACHMENT A – MASTER DISCOUNT SCHEDULE

ARTICLE 7 – INCORPORATED DOCUMENTS

ATTACHMENT A – MASTER DISCOUNT SCHEDULE, effective 1 May 2013
ATTACHMENT B – VALUE-ADDED SERVICES
ATTACHMENT C – GENERAL TERMS AND CONDITIONS, 06/2012

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of the LLNS' signature date.

ACKNOWLEDGED AND CONFIRMED

FISHER SCIENTIFIC COMPANY, LLC.	LAWRENCE LIVERMORE NATIONAL SECURITY, LLC.
BY: 	BY: 
TITLE: Vice President Academic and Medical Research	TITLE: Contract Administrator
DATE: 04-30-2013	DATE: 30 April 2013