

**KANSAS STATE UNIVERSITY  
PURCHASING OFFICE  
21 ANDERSON HALL  
MANHATTAN, KS 66506  
PHONE 785-532-6214; FAX 785-532-5577**

**CONTRACT COVER SHEET  
CONTRACT #40423**

Date: November 1, 2014

Procurement Officer: Carla Bishop

Phone: 785-532-6214

Replaces Contract No: 12178

E-Mail: [kspurch@k-state.edu](mailto:kspurch@k-state.edu)

Item: **Laboratory Equipment & Supplies**  
Primary Using Department: Kansas State University  
Period of Contract: November 1, 2014 through June 30, 2019

Contractor Information: Fisher Scientific  
Part of Thermo Fisher Scientific  
4500 Turnberry Drive  
Hanover Park, IL 60133

Local Sales Rep: Lloyd Shetlar, Sr. Sales Representative  
316-204-8812  
[lloyd.shetlar@thermofisher.com](mailto:lloyd.shetlar@thermofisher.com)

Customer Service Desk:  
Phone Number: 800-766-7000  
Fax Number: 800-926-1166  
Website: [www.fishersci.com](http://www.fishersci.com)

**Conditions:**

Prices: See attached discount schedule. For Non-Catalog products, the net price shall be quoted by Fisher. Prices are subject to adjustment if they fall below Fisher's cost plus 15%.

Freight Terms: For purchase orders greater than or equal to \$100.00, standard freight for Catalog products will be prepaid and absorbed by Fisher Scientific. Dry ice, hazardous materials, integrity packing, rush charges, shipping costs for orders under \$100 may be charged to the customer. Non-Catalog products will be shipped F.O.B. shipping point, freight prepaid and charged to customer.

Payment Terms: Net 30

This Agreement, made to be effective as of November 1, 2014 between Kansas State University ("Customer") and Fisher Scientific Company L.L.C., a Delaware limited liability company ("Fisher"), establishes terms for Customer's orders from Fisher of laboratory scientific supplies, chemicals (if price competitive), equipment and services, including: (a) those products listed in Fisher's current catalogs and/or price-books ("Catalog Products") and (b) products which are not Catalog Products, but which Fisher obtains for Customer from third parties ("Non-Catalog Products") (collectively "Products").

## **ORDERING, DELIVERY**

Orders under this Agreement may be submitted from any of Customer's locations in the continental United States by telephone, facsimile, mail or electronic means, including Fisher's website. Customer may determine the status of its orders by calling Fisher's toll-free customer service number or using Fisher's website.

Orders for Catalog Products may be cancelled up until the time of shipment to Customer by Fisher or by Fisher's supplier. Cancellation of orders for Non-Catalog Products may require the consent of the supplier, and Customer shall reimburse Fisher for any cancellation charge imposed by the supplier.

Fisher offers a thirty (30) day "no hassles" return policy. Customer may return a Product within thirty (30) days of receipt by obtaining a "return goods authorization" (RGA) number from Fisher and referencing the RGA number on return shipping documents. Returns made without an RGA number may be returned to the Customer, freight collect. Products returned beyond thirty (30) days for no fault of Fisher are subject to a fifteen percent (15%) restocking fee. Returns of Non-Catalog Products are at all times subject to a restocking fee equal to the restocking fee charged to Fisher by the manufacturer. Fisher's return policy does not apply to (i) Products which have been discontinued, (ii) Products which are personalized or customized, (iii) Products not purchased from Fisher, (iv) Refrigerated or temperature controlled Products, (v) Products which are outdated (unless products are received 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, or (vii) Products that Customer has caused to be shipped outside of the United States.

## **PRICE**

For Non-Catalog Products, the net price shall be as quoted by Fisher.

**Pricing Protection:** In order to ensure maximum contract utilization and confidence in contract pricing, should a promotional or sales event take place for certain product categories or manufacturers, Customer end users shall receive either the contract price or the promotional / on sale priced advertised on Fisher's commercial website, whichever is lower.

**Laboratory Startups:** Fisher shall provide Customer with additional discounts and cost saving opportunities on new lab startups related purchases. Specific discounts and pricing related to lab startups shall be evaluated and addressed case by case.

Volume I Bulk Purchases for Stockroom Inventories: Fisher may provide additional discounts on volume or bulk purchase for Customer scientific supply stockrooms inventory ordering. Specific pricing and discounts for the bulk purchased stockroom supplies shall be determined on a case by case basis.

## **INVOICING AND PAYMENT**

For all shipments or other deliveries to Customer, Fisher shall transmit to Customer a shipment-specific invoice of Products shipped.

Payment is due within thirty (30) calendar days of the date shown on shipment-specific invoices. Fisher will not be obligated to accept credit cards or purchase cards at any point beyond the point of order placement. The parties may, during the term of this Agreement, discuss in good faith the use of credit cards after the point of order placement, provided that such discussions shall take reasonable account of the credit card fees incurred by Fisher and the effective date of payment.

## **TERM AND TERMINATION**

The initial term of this Agreement is from November 1, 2014 to June 30, 2018. This Agreement supersedes all prior or contemporaneous agreements, representations, or understandings, written or oral, explicit or implied, concerning the subject matter of this Agreement.

In the event that one party breaches a material provision of this Agreement and fails, within sixty (60) days of written notice specifying the nature of the breach, to cure such breach, then the non-breaching party may terminate this Agreement by subsequent written notice to the breaching party.

Termination of Agreement for Cause: Customer may terminate this Agreement, or any part of this Agreement, for cause where Fisher is in breach of its material obligations hereunder and fails to remedy such breach within thirty (30) days from receipt of such notice (or such longer period as the Customer may authorize).

Except in the event of termination because of breach by Customer, Fisher shall honor all orders that Customer has placed prior to the effective date of termination. Termination shall not affect the rights or obligations accrued as of such effective date or that may arise subsequently with respect to transactions initiated or completed prior to the effective date.

## **MISCELLANEOUS**

Notices under this Agreement shall be in writing and transmitted in person or by registered or certified mail to the following addresses:

For Customer: Kansas State University  
Financial Services/Purchasing  
21 Anderson Hall  
Manhattan, KS 66506

For Fisher: 300 Industry Drive  
Pittsburgh, PA 15275  
Attn: VP – Academic Segment  
With a copy Attn: General Counsel, RSD, at the same address.

Neither party may use the other party's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without such other party's express prior written consent.

Each party agrees that it shall not hire or solicit for hire in any capacity any person employed by the other party, or employed by the other party within six (6) months prior to such hire or solicitation for hire, except upon such other party's express written consent.

The terms and conditions of Exhibit C shall apply to each order for Products, except as modified by the express terms of this Agreement.

The Provisions found in Contractual Provisions Attachment (Form DA-146a, rev. 06-12) Exhibit D, which is attached hereto, are hereby incorporated in this contract and made a part thereof.

## EXHIBIT C - TERMS AND CONDITIONS OF SALE

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

1. **GENERAL.** Fisher Scientific Company L.L.C. ("Seller") hereby offers for sale to the buyer named on the face hereof ("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 Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.
2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.
3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.
4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.
5. **DELIVERY; CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.
6. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.
7. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller'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 Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller 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 Seller's review, Seller will provide Buyer 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, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller 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 Seller 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 Buyer, (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 Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller'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 SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, 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 BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER 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. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

#### 8. INDEMNIFICATION.

8.1 By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's 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) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) 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 or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications 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 hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2 By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder.

Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products

provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

11. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents, or customers.

12. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Allegheny County, Pennsylvania, USA, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, *in vitro* diagnostic uses, *ex vivo* or *in vivo* therapeutic uses, or any type of consumption by or application to humans or animals. (h) Fisher shall cooperate with Customer to monitor invoicing accuracy and will conduct appropriate internal reviews upon request. Reviews shall be limited to once per year and shall cover the prior twelve month period. Reasonable credit shall be given to undercharges and overcharges. If Customer engages external consultants to review invoice accuracy, Fisher reserves the right to charge a reasonable fee for support provided to such party. (i) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (j) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.

State of Kansas  
Department of Administration  
DA-146a (Rev. 06-12)

**CONTRACTUAL PROVISIONS ATTACHMENT – Exhibit D**

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."



13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

CDC Code	Description	Types of Products in CDC Code	Std Discount	Alt Discount
001	Fisher Mfg. Equipment	Centrifuges, rotors, incubator ovens, muffle furnaces, pH meters, isotemp ovens, water baths, versa bath hotplates.	28.0%	28.0%
002	FSE Furniture	FSE Furniture.	0.0%	0.0%
003	FSE Live	FSE Live	0.0%	0.0%
005	Fisher Apparatus & Supplies	Mechanical balances, weights, burners, adapters, rotors, clamps, hotplates, stirrers, dry block, electrodes support stands, flexaframes.	28.0%	28.0%
007	Low Volume Apparatus	Low Volume Apparatus.	2.0%	2.0%
008	Low Volume Consumables	Low Volume Consumables.	2.0%	2.0%
009	Low Volume Equipment	Low Volume Equipment.	2.0%	2.0%
010	Equipment Accommodation	Centrifuges, rack cages, rotors, evaporators, furnace tubes, refrigerators.	18.0%	18.0%
011	Equipment	Vacuum pumps, centrifuges, stereo scopes, microscopes, tuttner autoclaves, furnaces, hotplates/stirrers, pH meters, circulators, freezers, turbidimeters, lab refrigerators.	23.8%	23.8%
012	Equipment	Vacuum pumps, microscopes/accessories, balances, centrifuges, conductivity meters, freezer dryers, furnaces, incubators, ovens, pH meters, motorized minipipet, freezers, water baths, blowers, hood protectors.	24.0%	24.0%
013	Apparatus & Supplies	Microwave knives, gloves, metering tubes/floats, floats, tube norprene, syringes, flask clamps, heaters.	15.0%	15.0%
014	Apparatus & Supplies	Scope accessories, adapters, chromatography paper, extract thimbles, filter paper, syringes, gloves, heaters, electrodes, culture tubes, cable covers, pipets turbidimeter.	23.8%	23.8%
015	Apparatus & Supplies	Belt guards, animal cages, weights, tissue grinder, Petri dishes, conductivity meters, filters, flasks, adapters, flow meter, heating tape, mantles, pump tube, electrodes, dispensers, stirrers, stoppers, needles, culture tubes, micropipets.	23.8%	23.8%
016	Apparatus & Supplies	Gloves, ampoules, filters, weights, balances, beakers, bottles, centrifuge tubes, serum bottles, Petri dishes, syringes, spectra mesh, gas samples bags, hotplates, heating tape, thermo flaks, UV lamps, aluminum ladders, scientific pens, repipets, HC tubes, safety stopper, tanks, probes.	25.0%	25.0%
017	Apparatus & Supplies	Statfree wear, vacutainer tubes, vials, bottles, centrifuge tubes, crucible, tissue grinder, dessicator plate, funnels, gloves, viscometers, pipets, pens, tempilstik, test tube holder, lattice rod, syringes, microdispenser.	28.0%	28.0%
018	Apparatus & Supplies	Lab coats, coveralls, twirlbags, weights, beakers, bottles, vials, burets, sieves, centrifuge tubes, cylinders, dessicators, flasks, funnels, gloves, jars, autoclave tape, cover glasses, RTK labels, tubing, stir bars, racks, tanks, hydrion, connectors, micropipet.	34.0%	34.0%
019	Apparatus & Supplies	Anti-static coats, weights, vacutainer tubes, screw caps, bottles, gloves, magnifiers, electrodes, pipets, pumps, sieves, thermometers.	33.8%	33.8%
020	Apparatus & Supplies	Lab coats, weights, vials, burets, gloves, viscometers, C-flex tubes, swabs, thermometers, connector tubes.	37.0%	37.0%
021	Apparatus & Supplies	Lab coats, autoclaving bags, weights, beakers, bottle brushes, burets, centrifuge tubes, corks, bylinders dessicator, dissecting blades/kits, fire extinguishers, gloves, hydrometers, labels, tapes, magnifiers, thermometers, pens, pipets, scissors, forceps, rubber stoppers, tubings, spatulas, stopwatches, racks.	65.8%	65.8%
022	Corning Std. & Alt. Unit	Beakers, tube adapters, bottles, burets, centrifuge tubes, cylinders, Petri dishes, flasks, funnels, vycor glass, stoppers, stopcocks, pinets, test tubes, connecting tubes.	45.8%	45.8%
023	Kimble Std. & Alt. Unit	Beakers, weigh bottles, burets, condenser cylinders, flasks, funnels, glass tubing, graduate pharm, stoppers, test tubes, centrifuge tubes.	45.8%	45.8%
024	FSCO Pipets	OST pipets, TC-TD pipets, volumetric pipets, mohr pipets, bacteria pipets, sero pipets, kolmer pipets, lang pipets, kirk pipets.	30.0%	30.0%
025	FSE Chemicals	FSE Chemicals.	0.0%	0.0%
026	FSE Equipment	FSE Equipment > \$250.	0.0%	0.0%
027	Proprietary	Cell acetate, pump tubing, Cameo I & II, PTFE filters, glass filter, discs, emery roll, belts, cut-off wheel nylon, nylon membranes, membrane discs, weights, filter paper, UV lamps, lab ranger, adapter, storage box, shelves.	23.8%	23.8%

CDC Code	Description	Types of Products in CDC Code	Std Discount	Alt Discount
028	Proprietary	Fisher Private Label instruments - vacuum pumps, balances, reliances, pressure vessels, circulators, recorders, freezers, stirrers.	24.0%	24.0%
029	Platinum ware - Apparatus	Apparatus platinum ware.	24.0%	24.0%
030	Fisherbrand Hi Vol Consumables - 1	Cover glass, slides, vials, serum separators, pipet disposables, culture tubes, micropipet disposable, tips.	65.8%	65.8%
031	Fisherbrand Hi Vol Consumables - 2	Autoclave bags, PP beakers, tainer tops, filter paper, gloves, cover glass, nylon membranes, urisystem, test tubes, blood buffer, culture tubes.	65.8%	65.8%
033	Acros Chemicals	Acros Chemicals.	4.0%	4.0%
034	Eastman Chemicals	Eastman Chemicals.	0.0%	0.0%
036	Vendor Diagnostics	Clinitest, animal blood, chemstrip, shigella, ames.	18.0%	18.0%
037	Vendor Diagnostics	Diagnostics includes: Bayer, BBI, Difco, Organon, Roche, Smithkline, Ciba Corning, Oxford Labware, Whale Scientific, Carter Wallace.	20.8%	20.8%
038	Vendor Diagnostics	ATI Orion, BBI, Edge Biological, Gugol Stain, Technical Products, Laboratory Diagnostics, L & F Prods., Medstat, Michclone Assoc., Pharmacia Adria Labs, Roche, Stanbio, Smithkline, Custom Labs, Ventrex Precision Systems.	20.8%	20.8%
040	BW Bulk		0.0%	0.0%
041	Celline	Celline, saline solution, linear enzymatic, hemataill reagent, PNPP reagent.	45.8%	45.8%
042	Hemataill Reagents	Coulter cards, Hemataill reagents, carbol, iodine solution, safranin.	45.8%	45.8%
043	Hemataill Controls	Hemataill controls.	15.8%	15.8%
044	Specialty - Controls	Specialty - Controls	0.0%	0.0%
045	Bridgewater General Reagent	Bridgewater General Reagent	0.0%	0.0%
046	Bridgewater High Purity	Bridgewater High Purity	0.0%	0.0%
047	Corning/Costar Tissue Culture	Corning/Costar Tissue Culture	15.0%	15.0%
048	Falcon Tissue Culture	Falcon Tissue Culture	15.0%	15.0%
049	Nunc Tissue Culture	Nunc Tissue Culture	15.0%	15.0%
050	3rd Party	3rd Party	0.0%	0.0%
051	3rd Party	3rd Party	0.0%	0.0%
052	3rd Party	3rd Party	0.0%	0.0%
053	3rd Party	3rd Party	0.0%	0.0%
054	Stains & Fixatives	Stains, fixatives, solutions, buffers, decalcifying hematoxylin, propanol citric acid.	66.0%	66.0%
056	Fisher Microscopes	Fisher Microscopes & Accessories, Stereo Master II.	24.0%	24.0%
058	Kontes	Kontes	2.0%	2.0%
059	Furniture - Fisher	Furniture.	25.0%	25.0%
060	Kontes Glassware	JT Inner, JT Outer, JT Ball, JT Sockets, o-rings, hose connectors, stopcocks, valve, tube connectors, discs, flasks.	21.0%	21.0%
061	Furniture - Fisher Hamilton	Furniture.	30.0%	30.0%
062	Kimble-Kontes	Kimble Deltaware (VN8059), adapters, flasks, thermometer, tissue grinder, vacuum.	25.8%	25.8%
063	Corning - Std. Unit Only	Corning, tubing, glass, stopcocks, tubes, beakers, bottles, burets, tube centrifuge, jar, condensers, cylinder, distilling, dessicator, flasks, funnels, joint o-rings, pipets, stirrers, stoppers.	37.0%	37.0%
064	Kimble Glass - Std. Unit Only	Kimble beakers, burets, columns, cylinders, flasks, stoppers, funnels, jars, kettles, pipets, stopcocks, grinder tubes, bottles, rods, condensers, dessicators, Petri dishes.	37.0%	37.0%
066	Mallinkrodt SB Small Bulk Solvents	SB Small Bulk Solvents.	0.0%	0.0%
067	Mallinkrodt CB Carboy Acids	CB Carboy Acids.	0.0%	0.0%
068	Mallinkrodt RP Precious Metals	RP Precious Metals.	0.0%	0.0%
069	Mallinkrodt SC Spill Control / Safety Products	SC Spill Control / Safety Products.	0.0%	0.0%
070	Mallinkrodt Silica Gels	SG-Silica Gels.	2.0%	2.0%
071	EM Science	Chromatography and specialty products.	2.0%	2.0%
072	EM Science	Chromatography and specialty products.	2.0%	2.0%
073	FSE Supplies		0.0%	0.0%
074	FSE Microscopes		0.0%	0.0%
075	Corning Micro Chemware (VN8481, VN2047)	Corning Micro Chemware (VN8481, VN2047), flasks.	10.0%	10.0%

CDC Code	Description	Types of Products in CDC Code	Std Discount	Alt Discount
076	Corning Plus Glassware (VN2049)	Corning Pyrex plus bottle reagents.	10.0%	10.0%
077	Promega I - Wizard Kits	Promega I - Wizard Kits.	20.8%	20.8%
078	Promega I - Enzymes and Markers	Promega I - Enzymes and Markers.	15.8%	15.8%
079	Electrophoresis	Electrophoresis	18.2%	18.2%
080	Electrophoresis	Electrophoresis	2.0%	2.0%
081	Life Science Biochemicals	Life Science Biochemicals.	28.0%	28.0%
083	Life Science Products	Life Science Products	2.0%	2.0%
084	Life Science Products	Life Science Products	5.0%	5.0%
085	FSD		0.0%	0.0%
086	Life Science Products	Life Science Products	12.0%	12.0%
087	Chromatography Supplies Accommodation Items	Chromatography APP., Americanbionet, Hewlett Packard, Linde Gases, SGE Inc., Universal Sci., I-Chem, J&W Scientific.	22.0%	22.0%
088	Chromatography Supplies	Chromatography APP., Hewlett Packard, Linde Gases, SGE Inc., Universal Sci., Competitive, J&W Scientific.	12.0%	12.0%
089	Chromatography Supplies	Exclusive proprietary chromatography competitive, Crossfield Chemical, SGE Inc.	22.0%	22.0%
090	Chromatography Supplies	Exclusive proprietary chromatography non-competitive, Crossfield Chemical, Linde Gases, SGE Inc., Universal Sci., Graphic Controls.	15.0%	15.0%
091	Chromatography Specialties	J&W Scientific.	5.0%	5.0%
092	Millipore	Millipore.	2.0%	2.0%
095	Accommodation Items	Accommodation items.	5.0%	5.0%
096	First Aid	Portable eyewash stations, showers, fire blankets, stretchers, aspirin, inhalants, bandages, first aid kits, gauze, tape, Sqwincher.	17.0%	17.0%
097	FSE Preserved		0.0%	0.0%
099	Leather Safety Footwear	Leather shoes and boots.	0.0%	0.0%
101	Solvents ACS	ACS solvents.	80.8%	80.8%
102	Solvents, Laboratory	Laboratory solvents.	80.8%	80.8%
103	Solvents, Histological	Histological solvents.	80.8%	80.8%
104	Solvents, HPLC (purity)	HPLC solvents.	79.3%	79.3%
105	Solvents, 99% MOL	99% MOL solvents.	79.3%	79.3%
106	Solvents, Pesticide	Pesticide solvents.	79.3%	79.3%
107	Solvents, Spectroanalyzed	Spectroanalyzed solvents.	53.5%	53.5%
108	Solvents, NF / USP / FCC	NF / USP / FCC solvents.	50.8%	50.8%
109	Solvents, Optima	Optima solvents.	75.8%	75.8%
112	Solutions, Normality/Std.	Normality/std. solutions.	65.8%	65.8%
113	Solutions, Atomic Absorb.	Atomic absorption.	33.2%	33.2%
114	Solutions, Buffers	Buffers 4B.	50.8%	50.8%
115	Solutions, Other	KF reagents, iodine solution, sodium, formaldehyde.	51.0%	51.0%
119	Organics, Stains	Organics, stains.	54.0%	54.0%
120	Organics	Organics.	52.0%	52.0%
124	Inorganics, Salts, Drys, ACS	Salts, drys, ACS.	75.8%	75.8%
125	Inorganics, Salts, Drys-Tch	Purified calcium, ammonium, barium, iron, lithium, potassium, sodium, zinc.	51.0%	51.0%
126	Inorganics, Precious Metals	Precious metals (all grades), silver, gold, mercury, nickelous, platinum.	30.0%	30.0%
127	Inorganics, Absorbents	Absorbents, silica gels, rexyn, sieves.	40.0%	40.0%
128	Inorganics, NF / USP / FCC	NF / USP / FCC.	50.8%	50.8%
132	Big 5	Sulfuric acid, nitric acid, hydrochloric acid, acetic acid, ammonium hydroxide.	75.8%	75.8%
133	Other	Other - acids (formic, hydriodic, hydrofluoric, perchloric, phosphoric).	80.8%	80.8%
137	Bulk, Solvents 20L, 200L	Bulk, Solvents - 20 liter, 200 liter.	55.0%	55.0%
138	Bulk, Solutions 20L	Bulk, Solutions - 20 liter.	50.8%	50.8%
139	Bulk, Inorganic	Bulk, Inorganic drys - 10kg.	50.8%	50.8%
140	Bulk, Organics	Bulk, Organics.	0.0%	0.0%
141	Bulk, Acids	Bulk, Acids - 20 liter; 6.5 gallon.	50.8%	50.8%
142	Bulk, Absorbents	Bulk, Silica gel - 2.5kg to 25kg.	30.0%	30.0%
143	Bulk, Chemicals	Bulk, 200L & 50kg - 100 to 700lb.	55.0%	55.0%

CDC Code	Description	Types of Products in CDC Code	Std Discount	Alt Discount
144	Bulk, FL Specials	Bulk, FL Specials.	0.0%	0.0%
146	Proprietary Items	Acid spill, silicon oil solutions.	25.0%	25.0%
148	LSC Cocktails	LSC Cocktails.	30.0%	30.0%
149	Performance Cocktails		0.0%	0.0%
150	GC Resolv Solvents	Ultra Pure Solvents, chemical specialties, methanol P&T, acetone, methylene chloride.	50.8%	50.8%
151	Fisher Pak	Stainless steel systems - 30 liter to 200 liter.	0.0%	0.0%
152	PrepSep	Prep sep, empty prep.	5.8%	5.8%
153	TissuePrep	Tissue prep.	39.9%	39.9%
154	Chemicals 1	Aqualnal hydranal, pestanal stds., acids, buffers, Lab Chem, Ultra Scientific.	20.0%	20.0%
155	Downsized Items	Downsized items.	50.8%	50.8%
156	Scinti Cocktails	Scintiverse, scintisafe.	25.8%	25.8%
157	Chemicals 2	Chemicals.	13.2%	13.2%
158	MSA & Scott and complete units	MSA & Scott and Complete Units.	7.0%	7.0%
159	MSA & Scott excluding complete units	MSA & Scott Excluding Complete Units.	7.0%	7.0%
160	Mallinkrodt, GE GenAR Products	Gen Ar Products, miscellaneous.	0.0%	0.0%
161	Mallinkrodt, SP Specialty Products	Specialty Products.	0.0%	0.0%
162	Mallinkrodt, GD Gen Line Drys	Dry Reagents LT 12kg.	0.0%	0.0%
163	Mallinkrodt, RA Reagent Acids	Reagent acids in less than carboy sizes.	0.0%	0.0%
164	Mallinkrodt, GS Gen Line Reagent Solvents	General line reagent solvents in less than 20 liters.	0.0%	0.0%
165	Mallinkrodt, SD Small Bulk Drys	Small bulk (12kg), drys solvents (20L).	0.0%	0.0%
166	Mallinkrodt, LS Large Bulk Solvents	Carboy acids, large bulk solvents (200L), large bulk drys (100lb).	0.0%	0.0%
167	Mallinkrodt, DO Drop Ship Organics	Drop ship organics.	0.0%	0.0%
168	Mallinkrodt, SO Stock Organics	Stock organics.	0.0%	0.0%
169	Mallinkrodt, ST StandARd Solutions	Standard solutions.	0.0%	0.0%
170	Mallinkrodt, BT Life Sciences	Life Sciences, precious metal, other refer to price items, spill control and safety products: Lablink II.	5.0%	5.0%
171	Safety Instruments	Monitors, radiation, combustible gas, oxygen, detector tubs, badges.	10.7%	10.7%
172	Safety Cabinets / Capital Equipment	Flammables, acid, poison, wooden, mini bench, piggyback, undercounter vacuums.	27.0%	27.0%
173	Safety, PPE-Specialty Products	Hard hats and caps, suspensions, winterliners, spectacles, goggles, gortex nomex coveralls, level A & B suits, hazmat coveralls, fall protection.	27.0%	27.0%
174	Safety, PPE-Core Products	Coveralls tyretek, astrospecs, goggles, faceshields.	27.0%	27.0%
175	Safety, PPE-Commodity Products	Safety caps, earplugs.	27.0%	27.0%
176	Safety, Gloves Specialty Products	Viton, Butyl, Silver Shield, Lineman's Gloves and leather protectors, low voltage drybox, spectra, stainless steel, cut resistant, anti-vibration crvo zetex kerlar.	27.0%	27.0%
177	Safety, Gloves Core Products	Supported & unsupported latex, neoprene, nitrile, vinyl gloves, finger cots, leather, pigskin, polar bear.	37.0%	37.0%
178	Safety, Gloves Commodity Products	Cotton, jersey, inspectors, exam gloves, latex & vinyl, poly.	27.0%	27.0%
179	Safety, Respirator Specialty	SCBAs, EEBAs, PD Airline, con	17.0%	17.0%
180	Safety, Respirator Core	Disposable respirators, reusable, 1/2 mask, full face mask, gas mask, cartridges, filters, spare parts, cleaning equipment, white can airhat snan can.	17.0%	17.0%
181	Safety, Footwear	Shoes, boots, socks, Bata rubber boots.	17.0%	17.0%
182	Safety, Contamination Control	Cleanroom wipes, pads, swabs, static shield bags, tacky mats, grounding cables.	17.0%	17.0%
183	Safety, Miscellaneous Specialty Products	Matting, industrial & lab mirrors, nomex shirt & pants, coveralls.	17.0%	17.0%
184	Safety, Miscellaneous Core Products	Safety cans, biohazard kits, coveralls-tyrek, shoe covers, isoclean.	26.0%	26.0%
185	Safety, Miscellaneous Commodity Products	Miscellaneous Safety items.	27.0%	27.0%
999	Bucket 999			