

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

THIS MASTER PURCHASE AGREEMENT made and entered into this 24th day of June, 2008, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS", or "District"), and Fisher Science Education, a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier").

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

WITNESSETH:

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 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.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state the terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties hereto agree as follows:

- A. **Services.** Supplier will provide Miscellaneous Science/Labware Supplies and Equipment as detailed in the referenced RFP 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.
- B. **Purchase Order.** Purchase order shall mean any authorized written, electronic, telephone or fax order sent or made by HCPS pursuant hereto, including, but not limited to, written purchase orders, faxed purchase orders, and orders in such other form and/or mode of transmission as HCPS and Supplier may from time to time agree including purchases made via procurement credit card.

- C. **Term.** The initial term of this Master Purchase Agreement shall be five (5) years from on or about July 1, 2008. This Master Purchase Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, one (1) year periods.
- D. **Compensation.** HCPS agrees to pay and Supplier agrees to accept as compensation for the products provided pursuant to this Master Purchase Agreement, the following:
 - 1. The price proposal set forth in the best and final RFP Response, dated May 27, 2008 and marked Amendment 1, 2, and 3.
- E. **Invoicing.** Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include – as applicable – the following data: Item Number, Purchase Order Number, Item Description, Quantity purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.
- F. **Customer Service Representative.** Supplier shall endeavor to provide customer service representative(s) who shall be available from 8:00 a.m. to 5:00 p.m., Monday through Friday, except general holidays, either by phone, fax, or e-mail.
- G. **Insurance.** Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.
- H. **Termination of Contract.** This contract may be terminated as per the General Requirements of the RFP, Section VIII, C (page 75).
- I. **Notification.** Notices under this Master Purchase Agreement shall be addressed as follows:

John R. Miller, Director of Purchasing
 Harford County Public Schools
 102 S. Hickory Avenue
 Bel Air, MD 21014

Supplier: Fisher Science Education
 Attn: Amit Agarwal, General Manager
 Address: 4500 Turnberry Drive
 Suite A
 Hanover Park, IL 60133
 Phone: 630-259-4751

The effective date of any notice under this Master Purchase Agreement shall be the date of receipt by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Purchase Agreement, the waiver of any term or condition of this Master Purchase Agreement, or the

granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Purchase Agreement. This Master Purchase Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

- J. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.
- K. **Incorporation of Appendices.** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Purchase Agreement. In the event of any apparent conflict between any provisions set forth in the main body of the Master Purchase Agreement and any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Purchase Agreement shall control.
- L. **Entire Master Purchase Agreement.** This Master Purchase Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Purchase Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. The revised Best and Final Offer contained within Amendment 1, 2, and 3 are also included and becomes part of the Master Agreement.
- M. **Participating Public Agencies.** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Purchase Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Purchase Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of this Master Purchase Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by Jacqueline C. Doan 7/1/08
Superintendent of Schools Date

by John R. Miller 7/8/08
Director of Purchasing Date

Attest: Shirley Jones 7/8/08

FISHER SCIENCE EDUCATION

by Amit Agarwal 6/27/08
General Manager Date

Attest: Jennifer Schumaker Jennifer Schumaker 6/27/08