

**MODIFICATION NO. 4**  
to  
**BASIC ORDERING AGREEMENT NO. LLNL-BOA-2002-001**  
between  
**LAWRENCE LIVERMORE NATIONAL SECURITY, LLC**  
and  
**FISHER SCIENTIFIC COMPANY, LLC**

This Modification No. 4 to Agreement No. LLNL-BOA-2002-001 is entered into by and between Lawrence Livermore National Security, LLC, (hereinafter called "LLNS") and Fisher Scientific Company, LLC (hereinafter called "Seller").

**PURPOSE**

The purpose of this Modification is to: 1) extend the term of the Agreement; 2) modify Article 4 – Pricing Terms; 3) add quarterly reporting requirements; and, 4) add a business growth incentive to the Agreement.

**AGREEMENT**

The parties agree to modify the Agreement in the following particular(s) only:

**MODIFICATION TO ARTICLES**

**ARTICLE 2 – TERM OF AGREEMENT**

Article 2 is hereby deleted and replaced with the following:

“All orders placed hereunder shall reference ICPT BOA LLNL-2000-BOA-001 and the site-specific order number as required by the specific Contractor site. The effective term of this Agreement is ten years, commencing on May 1, 2003 through and including April 30, 2013.

The Seller shall continue performance after the expiration date to complete any outstanding orders or other requirements of the Agreement including, but not limited to, annual pricing reviews and payment of rebates or incentives earned. However, the Seller shall not accept any new orders under this Agreement after the expiration date.”

**ARTICLE 4 – PRICING TERMS**

The last paragraph of Article 4 is hereby deleted and replaced with the following:

**“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 15 – QUARTERLY REPORTING**

A new Article 15 is hereby added.

"The Seller agrees to provide quarterly savings reports, broken out by site on or before the 10<sup>th</sup> business day of the month following the end of each Fiscal 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 16 – GROWTH INCENTIVE**

A new Article 16 is hereby added.

"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 purchases (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 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 of 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 7 of this agreement, any such rebates will only be payable for business transacted directly with Fisher Scientific."

The parties have executed this Modification No. 4, effective as of the date of the Seller's signature.

**FISHER SCIENTIFIC COMPANY, LLC**

**LAWRENCE LIVERMORE NATIONAL SECURITY, LLC**

BY: 

BY:   
James Swanson

TITLE: VP. GOVERNMENT MILTS.

TITLE: Contract Administrator  
LLNS Supply Chain Management  
Department

DATE: 2/29/11

DATE: 2/28/11

Phone No.: (925) 423-4535  
FAX No.: (925) 423-9559  
E-Mail: swanson6@llnl.gov