

**CONTRACT AWARD NOTIFICATION
ANNUAL REQUIREMENTS FOR LABORATORY APPARATUS,
CHEMICALS, GLASSWARE & RELATED ITEMS
INTER-GOVERNMENTAL PURCHASING THROUGH THE
UNIVERSITY OF NEBRASKA**

DATE: May 23, 2007

PURCHASING DIVISION

K-STREET COMPLEX

CONTRACT PERIOD: April 23, 2007 thru April 22, 2008

440 SOUTH 8TH STREET

LINCOLN, NEBRASKA 68508

(402) 441-7410

CONTRACTOR: Fisher Scientific
20000 Park Lake
Pittsburg, PA 15275

Company Representative: Gary L. Kraft

Telephone No.: 412.490.8968

FAX No.: 515.967.3953

E-Mail Address: www.fishersci.com

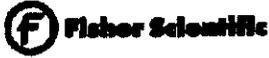
THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

As Per Attached Agreement

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #79236
Dated:5-22-07



April 5, 2007

Hollis Anderson
Scientific Commodity Manager
University of Nebraska at Lincoln
1700 Y Street
Lincoln, NE 68588

Dear Mr. Anderson:

The University of Nebraska and Fisher Scientific Company L.L.C. hereby agree to extend the term of the Preferred Vendor/Supplier Agreement dated April 23, 2003, as amended (the "Agreement") for an additional one-year period (i.e., April 23, 2007 to April 22, 2008).

All other terms and conditions of the Agreement shall remain unchanged and are in full force and effect.

If you are in agreement with the foregoing, please have this letter executed below by an authorized signatory of the University.

Sincerely,

Michael Fuchs
Regional Vice President

AGREED AND ACCEPTED:

FOR THE BOARD OF REGENTS OF
THE UNIVERSITY OF NEBRASKA

By: _____ **For The Board of Regents of the
University of Nebraska**
Name: By *Gary L Kraft*
Name: **Gary L Kraft**
Title: Title *Director of Purchasing*
Date: Date *5-7-07*



MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE BOARD OF REGENTS
OF THE
UNIVERSITY OF NEBRASKA**

AND

FISHER SCIENTIFIC

PREFERRED VENDOR/SUPPLIER AGREEMENT

**LABORATORY APPARATUS
CHEMICALS
GLASSWARE
AND RELATED ITEMS**

APRIL 2003

PREFERRED VENDOR/SUPPLIER AGREEMENT

LABORATORY APPARATUS, CHEMICALS, GLASSWARE, AND RELATED ITEMS

This agreement is entered into by and between The Board of Regents of the University of Nebraska, Lincoln, Nebraska, a public body corporate, herein after referred to as UN and Fisher Scientific Company L.L.C., a limited liability company with offices located at 2000 Park Lane, Pittsburgh, Pennsylvania, 15275 as an amendment to the Prime Vendor Agreement originally executed November 12, 1997.

This agreement supersedes all previous communication, verbal and written, unless otherwise noted and included below.

This agreement establishes Fisher Scientific as the "Preferred" vendor/supplier for maintaining an inventory of laboratory apparatus, chemicals, glassware, and related items until required by UN departments. Fisher Scientific shall furnish and routinely deliver to multiple designated delivery locations, those items under contract to UN, as well as other supply items from franchised suppliers, third party integrated suppliers, special UN negotiated/contracted agreements, as well as other supply items as required. Delivery time is to routinely occur between 8:00 a.m. and 4:30 p.m. daily, Monday through Friday as required. On occasion, as needed by customers, Fisher Scientific will be required to ship/deliver orders directly to other various locations. This agreement may be extended to other state and municipal entities, and other educational entities (see partial listing in Attachment "1." The specifications, conditions, requirements and information as set forth in University of Nebraska Invitation to Bid Number 8121, dated June 16, 1997, and Fisher Scientific written preliminary offering dated February 5, 2003 (further discussed by the parties on March 24, 2003) are hereby incorporated in this agreement.

The parties further agree as follows:

1. All Basic UN pricing shall be at the current List Price dated January 2003, less best discount on a combined Fisher Commodity Discount Code (CDC) schedule, and each CDC discount of this combined schedule shall be the best 2003 discount currently enjoyed by any of the UN campuses. Freight will not be charged on orders, except in the case of shipments expedited at customer's request. Fisher shall work with UN to minimize hazardous material charges, dry ice charges and other handling charges. All dollars expended and products provided from/through Fisher to the UN, and to any entities who elect to contract with Fisher as a party to this agreement, will be counted toward total contracted dollars.
2. Payment terms are 2%-10, net 30. UN will continue with existing EDI summary invoicing/payment process.
3. Price protection/prices frozen: Fisher shall freeze the list price for two years off the current list price book as follows: The discounts shall apply to the list prices in Fisher's January 2003 price book for the period of Jan 03 through Dec 04, the discounts shall apply to the list prices in Fisher's Jan. 2005 for the period of Jan 05 thru Dec. 06, and then the list prices in Fisher's January 2007 list price book shall apply for the period January – December, 2007. Fisher also will apply their automatic price protection program to all items that fall below cost plus the applicable percentage of cost plus 11% maximum. Thereafter, increases are limited to 3-1/2% for each additional 24 month period, throughout the term of the contract, including any renewal periods.
4. Contract term: The initial term of this extension agreement is for a period of 36 succeeding months beginning on the date of signing by both parties. The contract may be renewed for additional periods of twelve (12) months each upon completion of the initial base contracted period, provided written mutual

concurrence of both parties is exercised in writing ninety (90) days prior to the conclusion of the current contract period.

5. Service level reports will be furnished monthly on or before the 30th day for the preceding month, summarizing usage by departments to campus scientific stockless contract administrators for each respective entity.
6. Fisher will pay volume credits/discounts on the following calculations, applied to UN's purchases under the agreement for successive twelve month periods, each commencing January 1:
 - a. 0% of purchases up to \$3,500,000 in such twelve month period,
 - b. 1.5% of purchases in excess of \$3,500,000 up to \$6,000,000 in such twelve month period, and
 - c. 2.0% of purchases in such twelve month period in excess of \$6,000,000.

Volume credits/discounts will be allocated based on overall purchases in the twelve month period to the individual cost centers and end users by nine-digit account.

7. Hot List Pricing:

300-400 total items will be provided in a separate "Hot List" configuration with each campus (UNL & UNMC) entitled to a separate hot list. "Hot List" items must be stocked in Denver or Chicago. Special Pricing for Fisher Branded/Manufactured products may be part of the Hot Lists.

8. Guaranteed 48-hour delivery (based on business days) for any/all items stocked in Denver or Chicago with no additional freight charges (if the order is received by Fisher before 1pm CT).
9. Small Equipment (under \$5,000) pricing will be included/installed into on-line product/price offering. This will be implemented via the hot list pricing for each campus.

10. Product Shows:

Minimum two (2) per year on both UNMC & UNL Campuses.

11. Reports will be provided as follows:

Quarterly/Semi-Annual/Annual by Campus
Semi-Annual History of Sales Reports by Campus and all other participants
Semi-Annual Report of Conversion Activity/Savings (after customer approval)
Annual Report of HAZMAT chemical tracking for each campus

12. E-Commerce/Internet: \$1.00 per line item credit on all orders over 2002 base activity of 14,500 lines utilizing Fisher Internet order placement system.

13. Special UN Negotiated/Contracted Pricing will be honored and passed through:

Falcon, Corning/Co-Star, Nunc, Nalgene, B&D, others. Pricing under this section shall be only for one year or such other period as is specified by the manufacturer. Fisher Scientific will be designated by the University of Nebraska as the preferred provider of these products.

14. On-site Customer Service Representation:*

15. Sales Representation:*

* Combining points 14 and 15, Fisher Scientific is offering 3 FTE'S dedicated to the campuses of the University of Nebraska Lincoln and the University of Nebraska Omaha. Allocation between campuses and between Customer Service and Selling functions may vary over time based on customer requirements and personnel availability.

16. Enzyme Freezer Programs:

UNL - Fisher CSR or Sales Rep will monitor inventory, order/replenish enzymes and direct bill customers using UNL's EDI system.

UNMC to continue as is.

17. New Lab Set-up Programs:

Free/no-charge and/or special pricing minimum startup packages (customized for all UN campuses)

18. Specialists:

Fisher Scientific will routinely/as requested make available product specialists as follows:

- Safety
- Chemical
- Instrument Service
- Life Sciences
- Fisher Scientific Manufactured Products
- Business Systems

19. Marketing Plan:

Fisher Scientific will provide a detailed marketing plan for years 1- 2- 3, etc., with an initial plan provided within three (3) months of contract signing.

20. Fisher Scientific Corporate Relations:

Fisher Scientific will investigate existing Fisher Scientific Corporate contracts/agreements to determine the potential of extending those contracts/agreements to UN if in UN's best interest. Potential areas might include, but are not limited to:

- Office supplies
- Hotels/Motels
- Car Rentals
- Air Travel
- Copy Services
- Express Air & Ground package service
- LTL Freight
- Cell phones/Pagers
- Long Distance Service

21. Fisher Scientific Customer Service Representatives and sales/marketing personnel will exert significant efforts to effect conversions of existing direct expenditures by utilizing franchised suppliers, and other third party integrated supply initiatives to maximize conversion opportunities which are expected to effect a minimum 10-12% savings.
22. Fisher Scientific will continue to provide the ability for customers to place orders utilizing a variety of ordering methods (internet, 800#, FAX, dial-up numbers, etc.)
23. Fisher Scientific will provide annual spend information regarding their Supplier Diversity Program.
24. Fisher Scientific will make every effort to participate in reduced packaging and recycling programs.
25. Fisher Scientific shall also provide a current and valid Certificate of Insurance naming the Board of Regents of the University of Nebraska as an "Additional Insured" throughout the life of the contract period.
26. Fisher Scientific will also investigate potential additional enhancements to this offering in the areas of:

- Internships
- Annual Scholarships for Undergraduate and Graduate Students
- Research Grant Assistance
- M/WBE support/mentoring initiatives

27. Termination for Cause:

The University of Nebraska may terminate this contract at any time if Fisher Scientific fails to carry out its terms or fails to make substantial progress toward the fulfillment to terms, as specified in this document and resulting contract documents. In such an event, The University of Nebraska shall provide Fisher Scientific with a thirty (30) day written notice of conditions which endanger contract performance. If after such notice, Fisher Scientific fails to remedy these conditions, the University of Nebraska may issue an order to Fisher Scientific for immediate cancellation of the contract.

28. Termination for Other Reasons:

By mutual agreement of both parties, upon receipt and acceptance of not less than one hundred twenty (120) days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.

29. Building Rules and Regulations:

Employees of Fisher Scientific and its Subcontractors shall comply with all instructions, pertaining to conduct and building regulations issued by representatives of the University. The University reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the University campus are tobacco-free. Use of tobacco products is not permitted in any area inside University buildings. Fisher Scientific is expected to respect this tobacco-free policy and fully comply with it.

Fisher Scientific agrees that in the performance of this agreement, neither Fisher Scientific nor any employee of Fisher Scientific shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this agreement. The University reserves the right to request a copy of Fisher Scientific's Drug Free Workplace Policy. Fisher Scientific further agrees to insert a provision similar to this statement in all subcontracts for

services required if the subcontractor is likely to come onto any University property in connection with the subcontract.

30. Force Majeure:

Fisher Scientific shall not be held liable for delays in manufacturing or delivery resulting from any circumstances beyond Fisher Scientific's reasonable control, not occasioned by vendor fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal governments or any department or agency thereof, civil or military, acts of God, fires, floods, strikes, lockouts, embargoes, or wars. Upon the happening of any circumstances or causes aforesaid, the vendor shall notify the University without delay and any relief granted to Fisher Scientific shall be limited to an extension of delivery dates or times of performance to the extent caused.

31. Sexual Harassment:

Federal Law and the policies of the Board of Regents of the University of Nebraska prohibit sexual harassment of University employees and students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees or a hostile or offensive academic environment for University students. University contractors, subcontractors and suppliers are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees or students. The employer of any person who the University in its reasonable judgment determines has committed an act of sexual harassment agrees as a term and condition of this contract to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

32. Weapons Policy:

Possession of dangerous weapons (concealed or unconcealed) on University property, on the work site, in University vehicles, or in personal vehicles when on University property shall be a violation of University policy. (A dangerous weapon shall include guns, knives, explosives, or any other device as determined by the University, which in the manner used or intended is capable of producing death or bodily injury. Devices authorized by the Vice Chancellor for Business and Finance and/or provided to its employees for the purpose of carrying out work responsibilities shall not be deemed dangerous weapons for the purpose of this policy.) Violations of this policy shall make the offender subject to appropriate disciplinary action.

33. Parking:

Vendor parking permits are required at UNL, please contact UNL Parking & Transit Services (402-472-1800) prior to parking on campus.

34. Executive Memorandum No. 21:

The University of Nebraska recognizes the importance of a strong culturally diverse business community and the positive impact that successful businesses have upon the people of the State of Nebraska. The University of Nebraska assumes a leadership role in actions that will provide business opportunities for all businesses in the State of Nebraska.

Accordingly, the University of Nebraska reaffirms its policy of providing equal opportunity to small business enterprises and to minority, disadvantaged and women owned business enterprises in all aspects of the University's procurement and contracting activities. This includes procurement of or

contracts for operational supplies and equipment, construction projects and materials, service contracts and lease agreements. It is also the University's policy that any person or business seeking the opportunity to do business with the University shall not be discriminated against on the basis of race, color, religion, sex, national or ethnic origin, age, disability, marital status, or veteran status. The University of Nebraska conducts its procurement and contracting activities in a manner designed to prevent unlawful discrimination. University policies are consistent with applicable state and federal laws and regulations prohibiting unlawful discrimination.

35. Governing Law:

The laws of the State of Nebraska shall govern any contract.

36. Modifications and Amendments:

No modifications or amendments of any of the terms or conditions of this Agreement shall be valid or binding unless made in writing and signed by authorized representatives of UN and Fisher Scientific.

37. The University of Nebraska will help with the implementation of this agreement by:

- a. Inter-University announcement of the new preferred supplier agreement through Purchasing websites and associated e-mails.
- b. Communications to faculty seeking compliance with this agreement so the University and researchers benefit from its savings initiatives.

38. Except as expressly amended by this Memorandum or prior written amendments, the terms and conditions of the Prime Vendor Agreement effective November 12, 1997 shall remain in full force and effect.

FOR THE UNIVERSITY OF NEBRASKA

FOR FISHER SCIENTIFIC COMPANY L.L.C.

By: *William J. Bode*
 Name: William J. Bode
 Title: Director of Purchasing
 Date: 4/23/03

By: *Richard A. Horner*
 Name: RICHARD A. HORNER
 Title: Area Vice President
 Date: 4/23/03

FOR THE UNIVERSITY OF NEBRASKA
MEDICAL CENTER - OMAHA

By: *Thomas P. Keenan*
 Name: THOMAS P. KEENAN
 Title: Manager - Procurement of Services
 Date: 04/22/03