

University of Florida
Memorandum of Understanding (MOU)
Laboratory Supplies

Purpose: The intent of this document is to clearly outline the mutual understanding between the University of Florida ("University") and Fisher Scientific Company L.L.C. ("Vendor"), surrounding our enhanced partnership for the future for the Laboratory Supplies, Equipment and Services ITN22JL-106

	✓ to Accept	
	Vendor Accept	University Accept
I. General Terms		
A. Agreement Length: 5 years with two (2) five-year options to extend.	✓	✓
B. Effective Date: Upon signature through 06.30.2027	✓	✓
C. Enhanced Partnership for Laboratory Supplies, Equipment and Services: The University of Florida selects Fisher Scientific Company L.L.C as its prime supplier under ITN22JL-106.	✓	✓
D. Termination: Either party may terminate this Agreement without cause following ninety (90) days prior written notice to the other party. In the event of termination under this provision, the Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination.	✓	✓
E. Invoicing and Payment Terms: Vendor will submit invoices electronically into the UF Accounts Payable system. Vendor and UF will work together if there are changes to the invoice system during the term of the contract. Payment terms will be net 30 days. A 2% discount for non-credit card orders if paid within 10 days for the University of Florida.	✓	✓
F. Entities Covered: The terms and conditions of this agreement will apply to all the other state universities and government institutions within the State of Florida that recognize Vendor as its prime supplier of Laboratory Supplies by executing a one-page agreement between that university or institution and Fisher Scientific. Other state universities, community colleges, district school boards, educational institutions and governmental agencies within the State of Florida may establish a non prime vendor agreement under this award with separate pricing (Attachment D, E and F), incentives and service levels by executing a separate agreement between such entity and Fisher Scientific. Other public entity outside the State of Florida may participate on this agreement per mutual agreement of the university and vendor.	✓	✓
G. Governance: In the event of a conflict between documents, this Agreement (MOU) shall be first control, the Invitation to Negotiate, and finally Vendor response and General Terms and Conditions of Sale where they do not conflict with the MOU or Invitation to Negotiate (ITN).	✓	✓
II. Service Level Expectations		
	Vendor Accept	University Accept
A. Shipping: Vendor will deliver all products FOB destination. Shipping cost for all products will be paid by Vendor, with the exception of customer requested expedited delivery services. Vendor shall provide desktop delivery to all University locations at the Gainesville campus only.	✓	✓
B. Other Shipping & Related Fees: Vendor shall waive all hazardous material (hazmat) fees, blue and dry ice fees, fuel surcharges, or any other related transportation fees.	✓	✓
C. Restocking Fees: Vendor shall not charge restocking fees for any items returned.	✓	✓
D. Order Accuracy: Order Accuracy rate shall be maintained at 95% or greater. Order Accuracy rate is defined as "the number of items delivered as ordered divided by the total number of items ordered."	✓	✓
E. Product Returns: University shall have the right to return any unused products for a full refund within 30 days of ordering, with the exception of frozen or refrigerated products which may spoil, medical devices, or custom products. Please refer to Tab 14 Section 1.2.4 in vendor's response.	✓	✓
F. ECCN Codes: Vendor shall provide ECCN codes for all goods covered by federal government export restrictions. ECCN codes should be included on all invoices for quoted equipment over \$5,000.	✓	✓
G. Non- prime entities- Shipping cost for all products will be paid by Vendor, with the exception of Non-standard or Encompass (3P), customer requested expedited delivery services, hazardous material (hazmat) fees, blue and dry ice fees	✓	✓
H. Other Services: Vendor & University will jointly determine additional service level expectations which includes but not limited to, delivery times, order fill rate, etc.	✓	✓
III. Pricing & Financial Incentives		
	Vendor Accept	University Accept
A. Discounts: Pricing shall consist of a list price minus a discount based on the category a product falls in. See Attachments A and B for product discounts that recognize Fisher Scientific as Prime supplier. See Attachment D and E for product discounts for non-prime agreement discount. All discounts shall be set for the term of the contract.	✓	✓
B. Hot List: In recognition of the high volume of purchases, Vendor shall provide significantly deeper discounts for a list of products accounting for approximately 25% of University's consumable spend. These items shall be referred to as the hot list, and are denoted in Attachment C. University and Vendor will work together to adjust the hot list semi-annually to maintain product mix accounting for 25% of annual spend. Hotlist for institutions using this agreement as a non prime award is in Attachment F.	✓	✓
C. Volume Incentive Cost Reduction: Vendor will pay to the University 2.5% rebate on all sales volume through this agreement at the University of Florida in the form of reduced prices. The rebate awarded in the form of price reductions until the total calculated amount has been saved. Savings to be reported during regular Quarterly Business Reviews.	✓	✓

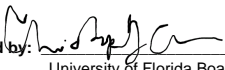
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D. Consortium Admin Fee: Vendor will pay to the University 0.5% CAF on all franchised sales volume through this agreement for Out-of- State Participants. For State Universities that adopt this contract as prime the rebate shall be returned to each institution as appropriate. Payment for previous year will be provided at the first quarter review meeting each year. Payment updates to be provided during regular Quarterly Business Reviews.	✓	✓
E. Low Cost Alternatives List: Vendor shall maintain a list of no fewer than 200 low-cost alternatives to items University currently purchases. These items will be highlighted on eProcurement platform and by other means approved by University as alternative options for researchers placing orders. Under no circumstances shall Vendor website or any other mechanism substitute these or any other low-cost alternatives without approval of University representative placing the order.	✓	✓
F. New Product Introductions: Vendor will notify University purchasing department quarterly of new product introductions and provide an updated price file indicating the PPG and band the new products belong in.	✓	✓
G. New Product Pricing: If a new product is introduced into an existing category of products, University shall receive the discount corresponding to that product category off of the public list price. In the event a new category of products is introduced or a product is not placed in a category, University and Vendor will negotiate a mutually agreed upon discount for all products in that category. New product categories to be reported during regular Quarterly Business Reviews.	✓	✓
H. Distribution Channel Data Provision: On no less than a quarterly basis Vendor and University will provide data to identify underserved commodities being purchased directly through manufacturer or other distributors. Vendors of focus will be jointly determined and both Vendor and University will work together to move distribution of identified products through the prime distributor channel where in the best mutual interest.	✓	✓
I. Manufacturer price negotiations: Vendor shall inform University of any special efforts to obtain pricing from manufacturers specifically for the University of Florida. In addition, vendor will include University in any negotiations where it may be beneficial to communicate jointly with regard to negotiating additional discounts.	✓	✓
J. Signing Bonus: Vendor shall pay University a pre-paid rebate for the first year of \$1.25M due within 30 days after award posting. In the event that University terminates this agreement without cause at any time prior to expiration of the initial five (5) year term, University shall repay Vendor such pre-paid rebate on a pro-rata basis.	✓	✓
K. Large Orders: Vendor willing to offer deeper discounts for large one-time orders on a case by case business.	✓	✓

IV. Management & Reporting	Vendor Accept	University Accept
A. Account Management: Vendor will designate a dedicated account team to assist in all activities associated with the service and maintenance of the account as outlined in Vendor response.	✓	✓
B. On-campus Storeroom Management: Vendor shall provide management services for an on-campus storeroom at University of Florida: • One (1) Customer Service On-site Resource • Two (2) Stockroom Operational Resources Vendor shall stock and sell high volume, dry ice and other requested items from their catalog in the storeroom. Vendor may also be asked to stock and sell third party vendor items as needed. In addition, Vendor shall make on-campus, desktop deliveries from the stockroom twice daily.	✓	✓
C. On-campus Storeroom Rent and Location: To be mutually agreed upon by the parties in writing, provided that rent for the storeroom shall not exceed \$6,000 per year.	✓	✓
D. Self Serve Kiosk- Vendor will add two (2) self-serve kiosk stations in the UF stockroom. This will enable users to expedite their checkout process. New Kiosk hardware of software implementation is expected 2022.	✓	✓
E. Additional Pricing Structures: Vendor will make available to UF additional pricing structures (besides Hotlist, and PPG; i.e. Vendor Product line discounts) to be incorporated into contract. This will be discussed at 1st annual Business Review.	✓	✓
F. Quarterly Business Review Meetings: To maintain partnership, Vendor will meet at least on a quarterly basis with University account management to discuss vendor performance and review reporting. Vendor shall present recommendations to further reduce product costs related to University purchase as they become apparent.	✓	✓
G. Monthly Account Management- Procurement Meetings: Vendors sales team will meet with the UF Procurement Research and Scientific team once a month to discuss what is happening on campus, customer opportunities and provide feedback.	✓	✓
H. Internships: Vendor will sponsor two (2) internships per year. These interns will have the opportunity to work with the vendor for 10-12 weeks in length, will be exposed to core company processes, technologies and business leaders, learn the company and culture and may have the opportunity for future employment.	✓	✓
I. eBusiness: Vendor will participate in the University's eProcurement and eInvoicing initiatives, as well as future initiatives. Punch-out site provided by Vendor will have stock availability functionality. • Enablement - Punchout, live price and or level two • Item restrictions - University agrees to block competitive non-prime supplier products to exclusives only. All other products, exact matches and or private lable products should not be visable in the univeristy's eProcurement platform. • Exception - item restrictions would not apply to the UF Scripps Jupiter, Florida location unless mutually agreed to.	✓	✓
J. Reporting: Vendor will provide University with detailed reporting (electronic) as outlined in the ITN as requested by University either monthly, quarterly, and semi-annually. Requirements will be discussed during contract implementation.	✓	✓
K. Remediation: Vendor will produce audit tool as mutually agreed upon by the parties in writing to be utilized by UF personnel. In the event pricing or discount levels reflected on invoices do not match the pricing levels as stated in the agreement, University and Vendor will work together to calculate and issue an appropriate credit.	✓	✓

Signed by:  Date: 06/14/2022
Fisher Scientific Company L.L.C.
Jill Jones, VP Sales Academic and Government

Signed by:  Date: 6/28/2022 | 9:44 AM EDT
University of Florida Board of Trustees
Christopher Cowen, Senior Vice President and CFO