

**MEMORANDUM OF UNDERSTANDING FOR
CITY OF LINCOLN
COOPERATIVE CONTRACT
MOU223**

Contract Title: Laboratory Equipment and Supplies

**Lead Entity and Contract Number: State of Idaho/NASPO ValuePoint MA2024001
State of Nebraska PA 16028 OC
(Hereinafter referred to as “the Lead Contract”)**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby issued to **Fisher Scientific Company, LLC, 300 Industry Drive, Pittsburgh, PA 15275-1001** hereinafter called “Contractor”, and from the City of Lincoln, Nebraska, a municipal corporation hereinafter called “City” for the purpose of the Contractor and the City agreeing to the terms and conditions provided in this MOU.

The Contractor and the City hereby agree to the following supplemental Terms and Conditions from those in the Lead Contract listed above:

Lead Contract Contact: Fisher Scientific Company, LLC

Name: Lonnie Davis

Phone Number: 706-951-8257

Email Address: lonnie.davis@thermofisher.com

TERMS AND CONDITIONS

A. PARTICIPATING TERM

The City shall participate in the Lead Contract for Laboratory Equipment and Supplies. This Memorandum of Understanding, (MOU) will be effective upon execution through February 28, 2026. Upon conclusion of the initial term, the City has the option of renewing for three (3) additional one (1) year terms under the same terms and conditions according to the renewals allowed by the Lead Contract, then three (3) additional one (1) year terms if the Lead Contract is renewed.

In the event the Parties hereto communicate in writing their mutual desire to renew the MOU for an additional term not more than one hundred twenty (120) days prior to expiration of the MOU, a renewal agreement shall be prepared by the City for execution by both Parties. In the further event the agreed upon renewal agreement is not fully executed by both Parties prior to the expiration date of this MOU this Agreement shall be automatically extended for sixty (60) days beyond the expiration date to allow for completion of the renewal process. The expiration date of the renewal Agreement shall be one year from the date of expiration of the preceding term. This clause shall survive expiration of the original Agreement or any renewal thereof. The City reserves the right to extend the MOU beyond the renewal term upon written approval by both parties.

B. SCOPE

The Contractor shall provide the same scope of services and provide the same products as set forth in the Lead Contract and Participating Addendum, links provided below:

[1707937821_MA2024001_Fisher_fully signed \(1\).pdf](#)

[1729003717_State of Nebraska NASPO PA - Signed 10.10.2024.pdf](#)

C. PRICING

Pricing for these goods and/or services shall be pursuant to the Lead Contract, a copy linked above and made a part of this Memorandum.

The City will pay for service according to the pricing as listed in the Lead Contract, a copy linked above and made a part of this MOU. The City shall order on an as-needed basis for the duration of the MOU. The cost of services for City of Lincoln, Transportation and Utilities, Lincoln Water System shall not exceed \$49,000.00 during the MOU term without approval by the City of Lincoln.

D. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the parties agree that conflicts among the documents comprising this Memorandum shall be resolved according to priority, and that a document's priority shall be determined according to the order in which the document appears in the list below in section "E. Memorandum of Understanding Documents".

E. MOU DOCUMENTS

The following documents comprise the Memorandum of Understanding:

1. This Memorandum of Understanding and associated Terms and Conditions;
2. Link to Lead Contract – State of Idaho/NASPO ValuePoint MA2024001
3. Link to State of Nebraska Participating Addendum 16028 OCs

4. Foreign Adversary Contracting Prohibition Act Certification;
5. Tax Forms 13 (if applicable)

F. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this Memorandum of Understanding. During the term of the MOU, the Contractor shall perform all services and/or supply all goods in accordance with the established and applicable standards and in accordance with applicable State and Local laws.

G. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this document or the Lead Contract, but which are necessary to provide the functional capabilities described in the Lead Contract, shall be included.

H. CONTRACT MODIFICATION

The MOU shall be modified only by a written MOU amendment and approval of the parties. No alteration or variation of the terms and conditions of this Memorandum shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

I. TERMINATION

This MOU may be terminated by the following:

1. Termination for Convenience. Either party may terminate this MOU upon ninety(90) days written notice to the other party, for any reason, without penalty.
2. Termination for Cause. The City may terminate this MOU for cause if the Contractor:
 - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or products pursuant to the Lead Contract or;
 - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders or;
 - c. Otherwise commits a substantial breach or default of any provision of the Lead Contract or this MOU. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor thirty (30) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within thirty (30) days from the date of notice, then the MOU shall terminate.
3. In the event that funding is not available to continue with services as written, the City reserves the right to terminate use of the MOU for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders except for any amount due for services rendered or products supplied prior to notice of cancellation.

The City may terminate this MOU in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the City. In the event of unavailability of funds to pay any amounts due under the MOU, the City shall immediately notify the Contractor and the MOU shall terminate without penalty or expense to the City. Upon termination, the City shall pay the Contractor for any services or products completed or purchased up to the date of termination, but not to exceed the maximum amount allowed by the Lead Contract or this MOU.

J. **WARRANTY**

Contractor warrants that the Products will operate or perform substantially in conformance with Contractor'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 Contractor's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to The City for equipment and ninety (90) days for all other products (the "Warranty Period"). Contractor agrees during the Warranty Period, to repair or replace, at Contractor's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that The City shall (a) promptly notify Contractor 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 Contractor's review, Contractor will provide The City 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, The City may return the defective Products to Contractor with all costs prepaid by The City. Replacement parts may be new or refurbished, at the election of Contractor. All replaced parts shall become the property of Contractor. Shipment to The City of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Contractor's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Contractor elects to repair defective medical device instruments, Contractor may, in its sole discretion, provide a replacement loaner instrument to The City as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Contractor that are obtained by Contractor from an original manufacturer or third party supplier are not warranted by Contractor, but Contractor agrees to assign to The City any warranty rights in such Product that Contractor 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 Contractor 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 The City, (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 Contractor. If Contractor determines that Products for which The City has requested warranty services are not covered by the warranty hereunder, The City shall pay or reimburse Contractor for all costs of investigating and responding to such request at Contractor's then prevailing time and materials rates. If Contractor provides repair services or replacement parts that are not covered by this warranty, The City shall pay Contractor therefor at Contractor'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 CONTRACTOR WITHOUT CONTRACTOR'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY CONTRACTOR, 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 THE CITY IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, CONTRACTOR 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. CONTRACTOR DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

K. SEVERABILITY

If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the MOU shall not be affected and each provision of the MOU shall be enforced to the fullest extent permitted by law.

L. ASSIGNMENT

This MOU shall not be transferred to/or assigned to another Contractor without prior written consent confirming approval by the City. Any assignment without such prior written consent shall be absolutely void.

M. FORCE MAJEURE

Neither party shall be liable for any costs or damages from its inability to perform any of its obligations under the MOU due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Lead Contract or this MOU. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The City may grant relief from performance of the MOU if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest on the Contractor. To be released based on a Force Majeure Event, the Contractor shall file a written request for relief with the City of Lincoln/Lancaster County Purchasing Division. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Contract.

N. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the MOU, the Contractor agrees to pay all expenses of such action, as permitted by law, including Attorney's fees and costs, if the City is the prevailing party.

O. PAYMENT

Unless stated otherwise, the City will initiate payment within thirty (30) calendar days after:

1. An invoice has been submitted.

P. INSURANCE

If applicable, the Contractor agrees to the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, and Building Commission*).

Q. TAXES AND TAX EXEMPTION CERTIFICATE

The City is generally exempt from any taxes imposed by the State or Federal government. A Tax Exemption Certificate will be provided as applicable.

The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

R. INDEPENDENT CONTRACTOR

Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

S. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

T. LIVING WAGE

The Contractor agrees to pay all employees employed in the performance of the MOU according to the City Living Wage per Section 2.81 of the Lincoln Municipal Code. The wages listed in Section 2.81 are subject to change every July. This provision is only applicable to City of Lincoln projects.

U. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, [go to www.uscis.gov/everify](http://www.uscis.gov/everify).

V. CITY AUDIT ADVISORY BOARD

The Contractor's financial records may be subject to audit (City of Lincoln – Chapter 4.66 of the Lincoln Municipal Code) at a maximum of one time during any twelve (12) month period. Upon receiving thirty (30) days' advance notice. Contractor shall make available to the Contract Auditor copies of all financial records and materials germane to the MOU/purchase order, as allowed by law.

W. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City from and against all losses, third party claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the MOU that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and to the extent caused by the negligence or willful misconduct of the Contractor, any subcontractor directly employed by Contractor. This section will not require the Contractor to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from i) the negligence of the City., (ii) by any third party, (iii) use of a product in combination with equipment or software not supplied by Contractor where the product would not itself be infringing, (iv) compliance with the City'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 Contractor without Contractor's prior written approval. The City shall provide Contractor prompt written notice of any third-party claim covered by Contractor's indemnification obligations hereunder. Contractor shall have the right to assume exclusive control of the defense of such claim or, at the option of the Contractor, to settle the same. The City agrees to cooperate reasonably with Contractor in connection with the performance by Contractor of its obligations in this Section. Notwithstanding the above, Contractor's infringement related indemnification obligations shall be extinguished and relieved if Contractor's, at its discretion and at its own expense (a) procures for the City the right, at no additional expense to the City, 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 the City the amortized amounts paid by the City with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES FISHER SCIENTIFIC'S ENTIRE LIABILITY TO the City FOR THE CLAIMS DESCRIBED HEREIN.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF CONTRACTOR UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF CONTRACTOR FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION J ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) TWICE THE TOTAL PURCHASE PRICE THEREFORE PAID BY THE CITY TO CONTRACTOR 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 CONTRACTOR 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 FISHER SCIENTIFIC (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

X. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION In accordance

with the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. §73-901 to §73-907, a public entity shall require a company that submits a bid, or proposal, or enters into any contract or contract renewal with any public entity, to certify that the company is not a scrutinized company and will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company. As such the Contractor agrees to do one of the following:

- (A) If the Contractor is providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the City certifying that the Contractor is not

- a scrutinized company and attach it to the Agreement; or
- (B) If the Contractor is not providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the City certifying that the Contractor is not providing such services and is not subject to the Act; or
 - (C) If the Contractor is providing technology related goods under the Act, and Contractor is a scrutinized company that qualifies under Neb. Rev. Stat. §73-906(2) as an exception for the provision of manufactured goods only, Contractor agrees to complete and sign a [Certification Form](#) as provided by the City certifying that the contractor is a scrutinized company that meets the exception provided under the Act.

Y. WAIVER

City's failure or neglect to enforce any of its rights under this Memorandum will not be deemed to be a waiver of the City's rights.

X. THIRD PARTIES

This Memorandum is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties involved. City shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

The Contractor and the City hereby agree that all the terms and conditions of this MOU shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

The Contractor hereby agrees to this MOU upon completion of signatures on the Vendor Signature Page.

Vendor Signature Page

MEMORANDUM OF UNDERSTANDING FOR
Laboratory Equipment and Supplies
State of Idaho/NASPO ValuePoint MA2024001
State of Nebraska PA 16028 OC
MOU223
City of Lincoln
Fisher Scientific Company, LLC

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary

Seal

THERMO FISHER SCIENTIFIC INC

Name of Corporation

Address

Electronically signed by: Jill Jones
Reason: Approver of the Non-GxP
document
Date: Nov 17, 2025 15:06:07 EST

By: Jill Jones
Duly Authorized Official

Vice President, Academic and Government

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

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State of Idaho/NASPO ValuePoint 2024001
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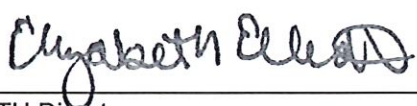
EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:


City Clerk



CITY OF LINCOLN, NEBRASKA



LTU Director

Approved by Directorial Order No. 36470

dated DEC 04 2025