



# UNIVERSITY OF CALIFORNIA

## Amendment #1 to Agreement 2021002889

This Amendment #1 to Purchasing Agreement #2021002889 (the "Agreement" as further defined below) is entered into by and between The Regents of the University of California ("UC") and Fisher Scientific Company L.L.C., 300 Industry Drive, Pittsburgh PA 15275 ("Supplier" or "Fisher Scientific"). UC and Supplier may be referred to as the "Parties" in this Amendment.

### RECITALS

- A. The Agreement was entered into by and between the Parties for the provision of laboratory supplies, equipment, and maintenance services, as detailed therein.
- B. The Parties now wish to amend the Agreement as detailed herein. All other terms and conditions of Agreement 2021002889 shall remain the same. This amended Agreement shall be in effect starting September 1, 2024 through June 30, 2029.

### AMENDMENT TO AGREEMENT

The Agreement is hereby amended as follows:

1. The first sentence on page 1, Section 2, of the Purchasing Agreement, shall be deleted in its entirety and replaced with the following:

"Unless terminated per section 20, Termination of Agreement, this Agreement shall be effective for a period of eight (8) years, from June 15, 2021 ("Effective Date") through June 30, 2029."

2. A new Section 17 is added to the Agreement and states as follows:

"17. **Small Business Diversity Supplier**

The parties agree, and UC agrees that each individual campus must use commercially reasonable efforts to direct 25% of UC's cumulative spend through a mutually agreed-upon federally-certified small, diverse business, as a Tier 1 supplier (the "Small Business"). The 25% requirement will be calculated using the total UC system-wide purchases from the previous contract year. The total spend in the previous contract year was \$92,600,000. Therefore, for the following contract year, Supplier shall direct \$23,150,000 of spend to the Small Business.

For the avoidance of doubt, the use of the Small Business will not reduce UCOP's or an individual UCOP member campus' patronage incentives.

Under this amendment, this UC expenditure will be routed via an e-commerce transmission to the Small Business within the Supplier punchout platform, or other similar e-commerce platform. If, in any given year, the UC system-wide purchases through the Small Business exceed 25% of Supplier's overall sales to UC, then Supplier will not charge UC for the excess or otherwise penalize the UC in any way. The parties agree that the excess spend will be credited in the following year. For

example, if 27% of the total UC system-wide spend is made to the Small Business, then in the following year Supplier will only be required to direct 23% of spend to the Small Business.


If an individual campus wishes to increase the percentage of total products purchased through the Small Business, beyond the automatic 25%, that campus will negotiate a separate program with Supplier directly, which shall be memorialized in an addendum to the agreement between Supplier and the individual campus. UC and Supplier will revisit this program on an annual basis, and make adjustments accordingly, to affirm that the Small Business program is achieving its intended 25% goal. Notwithstanding the foregoing, should the costs of working with the Small Business increase, then Supplier may reduce the percentage of spend it is required to direct to the Small Business.”

3. All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties’ duly authorized representatives, and shall be effective as of September 1, 2024 through June 30, 2029.

**FISHER SCIENTIFIC COMPANY, L.I.C.**


**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

By:   
Sarah Frey (Sep 11, 2024 08:32 CDT)

Name: Sarah Frey

Title: Vice President Sales, Academics

Date: Sep 11, 2024

  
Paul Williams (Sep 16, 2024 11:47 PDT)

Paul Williams

Chief Procurement Officer and Associate Vice President

Sep 16, 2024