



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Contract

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Date: 06-01-2022

| | | | |
|-----------------------|--|--|-------------------|
| Order Number: | CCT 1400 1400 AGR2100000002 4 | Procurement Folder: | 879766 |
| Document Name: | Preventative Maintenance | Reason for Modification: | Change Order No 1 |
| Document Description: | Change Order No 1 Preventative Maintenance | | |
| Procurement Type: | Central Sole Source | To renew the original contract per the attached documentation. | |
| Buyer Name: | Jessica S Chambers | | |
| Telephone: | 304-926-0499 | | |
| Email: | jessica.s.chambers@wv.gov | | |
| Shipping Method: | Best Way | Effective Start Date: | 2021-08-01 |
| Free on Board: | | Effective End Date: | 2023-07-31 |

| VENDOR | DEPARTMENT CONTACT | | | | | | | | | | | | | | | | | | | | |
|--|--|---------------------|---------------------|---------------|----|----|--------|---|----|-------------|--|--|----|-------------|--|--|----|-------------|--|--|---|
| Vendor Customer Code: 000000175344 LIFE TECHNOLOGIES CORPORATION 32000 COLLECTIONS CTR DR CHICAGO IL 606930320 US Vendor Contact Phone: 760-603-6433 Extension: | Requestor Name: Renee See Requestor Phone: (304) 538-2397 Requestor Email: rsee@ag.state.wv.us | | | | | | | | | | | | | | | | | | | | |
| Discount Details: <table border="1"> <thead> <tr> <th></th> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>Not Entered</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>Not Entered</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>Not Entered</td> <td></td> <td></td> </tr> </tbody> </table> | | Discount Allowed | Discount Percentage | Discount Days | #1 | No | 0.0000 | 0 | #2 | Not Entered | | | #3 | Not Entered | | | #4 | Not Entered | | | <div style="font-size: 48px; font-weight: bold;">22</div> <div style="font-weight: bold;">FILE LOCATION _____</div> |
| | Discount Allowed | Discount Percentage | Discount Days | | | | | | | | | | | | | | | | | | |
| #1 | No | 0.0000 | 0 | | | | | | | | | | | | | | | | | | |
| #2 | Not Entered | | | | | | | | | | | | | | | | | | | | |
| #3 | Not Entered | | | | | | | | | | | | | | | | | | | | |
| #4 | Not Entered | | | | | | | | | | | | | | | | | | | | |

| INVOICE TO | SHIP TO |
|---|--|
| PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV 25305-0173 US | AUTHORIZED RECEIVER 304-538-2397 AGRICULTURE DEPARTMENT OF MOOREFIELD FIELD OFFICE 60B INDUSTRIAL PARK RD MOOREFIELD WV 26836-0302 US |

6-3-22 BAX

Purchasing Division's File Copy

| | |
|---------------------|-------------|
| Total Order Amount: | \$46,079.76 |
|---------------------|-------------|

ENTERED

CA 6/1/22

| | | |
|--|--|---|
| PURCHASING DIVISION AUTHORIZATION DATE: <i>Mark C... 6/3/2022</i> ELECTRONIC SIGNATURE ON FILE | ATTORNEY GENERAL APPROVAL AS TO FORM <i>John S. Gray</i> DATE: ELECTRONIC SIGNATURE ON FILE | ENCUMBRANCE CERTIFICATION <i>Beverly Tolson</i> DATE: <i>6-9-2022</i> ELECTRONIC SIGNATURE ON FILE |
|--|--|---|

6/8/2022

Extended Description:

Change Order No 1

Issued to renew the current contract according to all specifications, terms and conditions, and renewal pricing contained in the original contract including all authorized change orders.

Effective Dates: 08/01/2022 - 07/31/2023

2 Renewals Remaining

All provisions of the original contract and subsequent change order not modified herein shall remain in full force and effect.

No other changes

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|---------------------|-------------------|---------------------|------|-----------------|-------------|
| 1 | 81101706 | 0.00000 | | 0.000000 | \$23,039.88 |
| Service From | Service To | Manufacturer | | Model No | |
| 2021-08-01 | 2022-07-31 | | | | |

Commodity Line Description: Preventative Maintenance

Extended Description:

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|---------------------|-------------------|---------------------|------|-----------------|-------------|
| 2 | 81101706 | 0.00000 | | 0.000000 | \$23,039.88 |
| Service From | Service To | Manufacturer | | Model No | |
| 2022-08-01 | 2023-07-31 | | | | |

Commodity Line Description: Preventative Maintenance

Extended Description:

West Virginia Department of Agriculture

Kent A. Leonhardt, Commissioner
Joseph L. Hatton, Deputy Commissioner



May 18, 2022

Life Technologies Corporation
Attn: Kay Eron
3200 Collections Ctr Dr
Chicago, IL 606930320

RE: CCT 1400 AGR21000000002 – Preventative Maintenance

Dear Kay:

The West Virginia Department of Agriculture is offering to renew the above-referenced contract under the same terms and conditions, pricing, and specifications as the current contract and all subsequent change orders. The renewal dates are August 1, 2022 through July 31, 2023. If your company agrees to this renewal, please sign below and return the original to my attention as soon as possible.

Please let me know if you have any questions.

Sincerely,

Handwritten signature of Alan Clemans.

Alan Clemans (May 18, 2022 21:19 EDT)
Alan Clemans, CFO/Director of
Administrative Services Division

We agree to renew the contract for the period as stated above under the same terms and conditions, and pricing as the original contract and any change orders thereto.

Kevin Lowitz

Name/Signature

May 19, 2022

Date

VP, Global Services and Support

Title

mailing address: 1900 Kanawha Blvd. East, Charleston, WV 25305-0009
physical address: 217 Gus R. Douglass Lane, Charleston, WV 25312
telephone: 304-558-3550 • fax: 304-558-2203

www.agriculture.wv.gov

In accordance with federal and state laws, the West Virginia Department of Agriculture is prohibited from discrimination in its programs and services on the basis of race, color, religion, sex, age, national origin or ancestry, disability (including blindness), marital condition, marital status, veteran status, and political affiliation.

SERVICE AGREEMENT QUOTATION

Life Technologies Corporation
 North American Sales and Service
 Attn: Service Contract Administration
 Mailstop: PLE C-1
 5781 Van Allen Way
 Carlsbad, CA 92008
 Tel: 1-800-955-6288, option 3,2
 Fax: 1-925-426-2051
 Email: Service.Sales@LifeTech.com

TO Renee Sec
 Moorefield Animal Health
 Diagnostic Laboratory
 60B Moorefield Industrial Park
 MOOREFIELD WV 26836
 UNITED STATES

TELEPHONE: 304-538-2397
 FAX:
 YOUR REFERENCE:

QUOTE NO. 40619260
 ORIGINAL QUOTATION DATE 02/07/2022
 REVISION DATE 05/20/2022
 EFFECTIVE 08/01/2022 TO 07/31/2023
 PAGE 1 OF 4
 QUOTE VALID TO 07/31/2022

Customer PO No.

This agreement is entered into between Life Technologies and the undersigned Customer in consideration of the payments provided for in this Agreement. Subject to the terms and conditions of this Agreement, Life Technologies agrees to perform the services set forth on the attachment to this Agreement on the equipment listed below for the period described.

| ITEM NO. | QTY. | EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES | SERIAL NUMBER | COVERAGE | EXTENDED PRICE USD |
|------------------|------|--|---------------|------------------|-----------------------|
| 0010 | 1 | 7500 FAST Real Time PCR System Begin Date: 08/01/2022 End Date: 07/31/2023 | (275011023) | AB Assurance 1PM | \$ 7,689.96 |
| 0020 | 1 | 7500 FAST Real Time PCR System Begin Date: 08/01/2022 End Date: 07/31/2023 | (275015975) | AB Assurance 1PM | \$ 7,689.96 |
| 0030 | 1 | KINGFISHER FLEX ,96 DW UNIT Begin Date: 08/01/2022 End Date: 07/31/2023 | (711-1781) | AB Assurance 1PM | \$ 7,659.96 |
| Total net price: | | | | | \$ 23,039.88 |

Terms of payment are net 30 days from invoice date. This quotation is subject to the terms and conditions attached. Stenographical and clerical errors on the face of this form are subject to correction.
 NOTE: Customer is responsible for applicable taxes, including sales, use and/or excise tax.

PLEASE SIGN THIS SERVICE AGREEMENT QUOTATION AND RETURN A COPY ALONG WITH YOUR PURCHASE ORDER.

ACCEPTED BY CUSTOMER

 Signature of authorized person

 Please print name and title

 Date

Tamara Nasser

 Service Sales Representative

 Maestro User

 Prepared by

05/20/2022

 Date

~ NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.

SERVICE AGREEMENT QUOTATION

Life Technologies Corporation
 North American Sales and Service
 Attn: Service Contract Administration
 Mailstop: PLE C-1
 5781 Van Allen Way
 Carlsbad, CA 92008
 Tel: 1-800-955-6288, option 3,2
 Fax: 1-925-426-2051
 Email: Service.Sales@LifeTech.com

QUOTE NO. 40619260
 ORIGINAL QUOTATION DATE 02/07/2022
 REVISION DATE 05/20/2022
 EFFECTIVE 08/01/2022 TO 07/31/2023
 QUOTE VALID TO 07/31/2022

| ITEM NO. | QTY. | EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES | SERIAL NUMBER | COVERAGE | EXTENDED PRICE USD |
|----------|------|--|---------------|----------|-----------------------|
|----------|------|--|---------------|----------|-----------------------|

Contract Notes:

Your current agreement will expire on 07/31/2022.

Previous purchase order no. CCT 1400 1400 AGR210.

Quoted price is valid only if the purchase order is received on or before the quotation valid-to date.

To expedite your order, the signed service agreement and purchase order may be emailed to service.sales@lifetech.com.

Please issue the purchase order to Life Technologies and include the following:

- Quotation number
- Billing address
- Instrument(s) location

- Payment is due 30 days from invoice date.
- Applicable taxes are extra.
- Billing Frequency for multiyear agreements is upfront in full, or annual in advance

NOTE: If you submit PO's through a B2B system, please include this Quote # in the comments section to ensure proper processing.

Please contact your Sales Representative for more information:

Tamara Nasser
 Service Sales Representative
 Life Sciences Solutions

ThermoFisher Scientific
 5791 Van Allen Way | Carlsbad, CA 92008
 Mobile: 1-716-394-0190
 E-mail: tamara.nasser@thermofisher.com

- NOTICE OF CONFIDENTIALITY- The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.

SERVICE AGREEMENT QUOTATION

Life Technologies Corporation
 North American Sales and Service
 Attn: Service Contract Administration
 Mailstop: PLE C-1
 5781 Van Allen Way
 Carlsbad, CA 92008
 Tel: 1-800-955-6288, option 3,2
 Fax: 1-925-426-2051
 Email: Service.Sales@LifeTech.com

QUOTE NO. 40619260
 ORIGINAL QUOTATION DATE 02/07/2022
 REVISION DATE 05/20/2022
 EFFECTIVE 08/01/2022 TO 07/31/2023

QUOTE VALID TO 07/31/2022

| ITEM NO. | QTY. | EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES | SERIAL NUMBER | COVERAGE | EXTENDED PRICE USD |
|----------|------|--|---------------|----------|-----------------------|
|----------|------|--|---------------|----------|-----------------------|

Terms of Life Technologies Service Plans North America

The Life Service Agreement Terms and Conditions set forth below after the Plan description(s) are incorporated into and are an integral part of each Service Plan, and are agreed to by you as part of any Service Plan ordered.

AB Assurance Plan

1. Parts, labor and travel for remedial repair.
2. No charge for planned maintenance visits. The number of planned maintenance visits is indicated in LT's quotation (A). The annual planned maintenance (PM) visit is automatically opened and will be performed within the contract period. Should you have an immediate need to request and/or schedule your PM, please contact our Instrument Care Center at 800-955-6288 option 3,1 or email them at InstrumentServices@Lifetech.com to schedule. This PM visit ensures optimal performance of your instrument, often preventing major breakdowns before they happen.
3. Guaranteed priority response time of 2 business days after receipt of a service call for instruments located in LT's Service Zones 1 and Zone 2. If LT fails to arrive at the instrument location within Zone 1 or Zone 2 within 2 business days for reasons other than customer's failure to provide access to LT or causes beyond the reasonable control of LT, LT will provide customer a service plan renewal credit in an amount equivalent to one day's pro-rated charge for each day LT's response is late. (See footnote (B) for call time cut off, other details, and terms and conditions).
4. Target response time of 3 business days for remedial repairs outside of Zones 1 and 2. LT will use reasonable efforts to respond within 3 business days from receipt of a service call.
5. Priority telephone and email access to instrument technical support.
6. Telephone and email access to application technical support.
7. Remote Monitoring and Dx Service, which provides for notification to customer of instrument failures or errors that are reported by AB's Remote Monitoring software.

Important Notes and Footnotes

It is customer's responsibility to provide access to LT so LT may complete service, planned maintenance, Installation Performance Verification, and other service calls within the plan period. Calls not completed within a plan period will be cancelled unless LT failed to make reasonable efforts to complete the call within the plan period.

(A) Planned maintenance visits are intended to minimize the need for service calls. LT may perform more than the number of planned maintenance visits indicated in LT's quotation, at LT's discretion. Customer will not be charged for any planned maintenance visits made during the plan period, except for visits that are in addition to the number indicated in LT's quotation that are requested by customer.

(B) A service call must be received by LT's service center before 2:00 PM local time (U.S.A. Eastern, Central, Mountain, or Pacific time) for priority response time service. Each late day's pro-rated credit is an amount equal to 1/365th of the annual fee for the service plan covering the instrument with respect to which the service call was made. If a service plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan's annual fee to the instrument with respect to which the service call was made. The credit may be used by customer when renewing its current service plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, LT's Service Plan Administrator must receive notice in writing (e-mail notification is satisfactory) of the customer's intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the service plan period in which the credit was earned. The credit described above is LT's sole obligation and customer's sole remedy for failure of LT to respond to a service call within one business day for the LT Complete Plan and LT Uptime Plan and two business days for the LT Assurance Plan. The address of LT's Service Plan Administrator is Life Technologies Service Plan Administrator, 6065 Sunol Blvd Pleasanton, CA 94566 (e-mail: Service.Sales@LifeTech.com).

SERVICE AGREEMENT QUOTATION

Life Technologies Corporation
 North American Sales and Service
 Attn: Service Contract Administration
 Mailstop: PLE C-1
 5781 Van Allen Way
 Carlsbad, CA 92008
 Tel: 1-800-955-6288, option 3,2
 Fax: 1-925-426-2051
 Email: Service.Sales@LifeTech.com

QUOTE NO. 40619260
 ORIGINAL QUOTATION DATE 02/07/2022
 REVISION DATE 05/20/2022
 EFFECTIVE 08/01/2022 TO 07/31/2023
 QUOTE VALID TO 07/31/2022

| ITEM NO. | QTY. | EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES | SERIAL NUMBER | COVERAGE | EXTENDED PRICE USD |
|----------|------|--|---------------|----------|-----------------------|
|----------|------|--|---------------|----------|-----------------------|

To reduce the number of pages, we are directing you to Life's Instrument Services Terms and Conditions on our website. Please read the important statement below carefully.

This quotation, and Life's **INSTRUMENT SERVICES TERMS and CONDITIONS** (which are incorporated by reference into this quotation and any resulting contract), set out the terms on which Life is offering to sell the service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting services, you expressly confirm that you intend to be bound by and agree to the terms of this quotation and Life's Instrument Services Terms and Conditions to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Life, and that the purchase and sale transaction between you and Life is subject to and will be governed by this quotation and Life's Instrument Services Terms and Conditions.

Life's Instrument Services Terms and Conditions can be found on Life's website at <http://www.lifetechnologies.com/termsandconditions> under the "terms and conditions" link at the bottom of Life's webpage.

If you have any questions, please visit our website at www.lifetechnologies.com.