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Department of Administration Purchasing Division

1

Waiver of Finance & Personnel Committee Approval For Sole Source Contract Contract #E0000015146

| Background: | |
|---|---|
| User Department: | Common Council-City Clerk |
| Purchasing Agent: | Marina Litvinets |
| Contract Description: | Vendor Service Contract for Upgrade, Support, and Maintenance of Legistar Software Program Benefits |
| Vendor Name and Location: | Granicus, Inc. (Denver, CO) |
| Contract Term: | 01/01/2017-12/31/2021 |
| Requisition # and Date Received: | 0000018586 & 11/02/2021 |
| Original Contract Amount: | \$318,000.00 |
| Expenditures to Date: | \$498,968.19 |
| Current Contract Amount: | \$498,969.00 |

History of Contract Amendments:

| Date | Item | Term | Cost |
|--------------|---|-------------------------------------|--------------|
| 02/01/2017 | Original Contract E0000015146 for Legistar Software Support and Maintenance F&P Committee Approval Waived on: 02/01/2017 | 01/01/2017 through 12/31/2021 | \$318,000.00 |
| 03/20/2019 | Amendment #1: Increased the estimated contract total by \$149,985.00 from \$318,000.00 to \$467,985.00. | n/a | \$149,985.00 |
| 06/30/2021 | F&P Committee Approval Waived on: 03/20/2019Amendment #2: Increased the estimated contract total by \$30,984.00 from\$467,985.00 to \$498,969.00, added the option to extend the contract andimmediately exercised this option by extending the contract term for three(3) months, from 01/01/2022 through 03/31/2022, for the additional closedcaptioning service hours.F&P Committee Approval Waived on: 06/30/2021 | 01/01/2022 through 03/31/2022 | \$30,984.00 |
| Pending | Amendment #3: Increase the estimated contract total by \$78,060.14 from \$498,969.00 to \$577,029.14, add the option to extend the contract and immediately exercise this option by extending the contract term for nine (9) months, from 04/01/2022 through 12/31/2022. | 04/01/2022 through 12/31/2022 | \$78,060.14 |
| Total (inclu | ding the pending amendment) | | \$577,029.14 |

Purpose of Amendment:

The purpose of this amendment is to increase the estimated contract total by \$78,060.14 from \$498,969.00 to \$577,029.14, in accordance with Granicus, Inc. Quote number Q-165410 (Exhibit 1), add the option to extend the contract term, and to immediately exercise the option by extending the contract term for nine (9) months, from 04/01/2022 through 12/31/2022.

Note: This amendment is no longer Grant-funded. This extension is funded with O&M Budget.

Justification for Waiver:

Granicus, Inc. is the only software developer and distributor of the Legistar and ConTrack Systems that were originally purchased in 2008 to allow public access to Common Council files and attachments. All Granicus, Inc. products are proprietary and can only be maintained and installed by Granicus, Inc.

For this reason and in accordance with City Charter 16-05-4a, Finance and Personnel Committee approval is waived for **- DacuSigned by**ed by the Common Council.

Khonda U. Kelsey

City Purchasing Director 2FF147CAAA0F4C8... 2/17/2022 Date

F&P Waiver Presentation Date: 3/16/2022



408 Saint Peter Street, Suite 600 Saint Paul, MN 55102 United States THIS IS NOT AN INVOICE

EXHIBIT 1

Order Form Prepared for Milwaukee, WI

Granicus Proposal for Milwaukee, WI

Please note: This is not an invoice. This is a budgetary proposal that outlines the products and fees associated with the subscription renewal. Please inform the Granicus Contact listed below if you wish to issue a PO against this budgetary proposal.

ORDER DETAILS

| Prepared By: | Jordan Duesterhoeft |
|--------------|----------------------------------|
| Phone: | |
| Email: | jordan.duesterhoeft@granicus.com |
| Order #: | Q-165410 |
| Prepared On: | 11/30/2021 |
| Expires On: | 12/31/2021 |
| | |

ORDER TERMS

| Currency: | USD | | | |
|-----------------------------|--|------------|-------------------|-------|
| Payment Terms: | Net 30 (Payments for subscriptions are due a performance.) | t the begi | nning of the peri | od of |
| Current Subscription | | | | |
| End Date: | 12/31/2021 | | | |
| Period of Performance: | 01/01/2022 - 12/31/2022 | | | |



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| One-Time Fees | | | | |
|--|----------------------|---------------|--------------|--|
| Solution | Billing Frequency | Quantity/Unit | One-Time Fee | |
| GovMeetings Live Cast SetUp and Config | Up Front | 1 Each | \$0.00 | |
| Encoding Appliance HDW - WOWZA ClearCaster | Upon Delivery | 1 Each | \$2,950.00 | |
| Granicus Video - Online Training | Upon Delivery | 2 Hours | \$450.00 | |
| Granicus ClearCaster Setup and Configuration | Up Front | 1 Each | \$875.00 | |
| US Shipping Charge C - Large Item | Upon Delivery | 1 Each | \$125.00 | |
| Encoding Appliance HDW - WOWZA ClearCaster | Upon Delivery | 1 Each | \$2,950.00 | |
| Granicus ClearCaster Setup and Configuration | Up Front | 1 Each | \$875.00 | |
| US Shipping Charge C - Large Item | Upon Delivery | 1 Each | \$125.00 | |
| and the second | | SUBTOTAL: | \$8,350.00 | |

| New Subscription Fees | | | | | |
|-------------------------------|---------------------------|----------------------|-------------------|-------------|--------------|
| Solution | Period of Performance | Billing Frequency | Quantity/ Unit | Annual Fee | Prorated Fee |
| GovMeetings Live Cast | 1/1/2022 to 12/31/2022 | Annual | 1 Each | \$9,900.00 | \$9,900.00 |
| Granicus ClearCaster Software | 1/1/2022 to 12/31/2022 | Annual | 2 Each | \$6,600.00 | \$6,600.00 |
| | | 1 | SUBTOTAL: | \$16,500.00 | \$16,500.00 |



| Renewing Subscription Fees | | | | |
|--|--|----------------------|-------------------|-------------|
| Solution | Period of Performance | Billing Frequency | Quantity/ Unit | Annual Fee |
| Legistar 5.0 On-Prem Upgrade To Legistar 5.0 Hosted | 1/1/2022 to 12/31/2022 | Annual | 1 Each | \$1,386.00 |
| Send Agenda (Legistar) | 1/1/2022 to 12/31/2022 | Annual | 1 Each | \$0.00 |
| Meeting Efficiency Suite | 1/1/2022 to 12/31/2022 | Annual | 1 Each | \$3,780.00 |
| Legistar | 1/1/2022 to 12/31/2022 | Annual | 1 Each | \$36,683.14 |
| iLegislate | 1/1/2022 to 12/31/2022 | Annual | 1 Each | \$3,780.00 |
| Open Platform Suite | 1/1/2022 to 12/31/2022 | Annual | 1 Each | \$3,087.00 |
| eComment | 1/1/2022 to 12/31/2022 | Annual | 1 Each | \$4,494.00 |
| govDelivery for Integrations | 1/1/2022 to 12/31/2022 | Annual | 1 Each | \$0.00 |
| | elas excessiones e sala Elso de la composiciónica | | SUBTOTAL: | \$53,210.14 |



PRODUCT DESCRIPTIONS

| Solution | Description | | |
|--|---|--|--|
| GovMeetings Live Cast | govMeetings LiveCast provides the ability to manage public meetings from anywhere, on almost any device using cloud based software and a Granicus ClearCaster encoder. It will stream public meetings in HD, allow users to live index items, record and publish minutes, and provide archive videos for on-demand viewing. | | |
| Encoding Appliance HDW - WOWZA ClearCaster | WOWZA ClearCaster encoder is the hardware appliance used convert to video feed for video streaming on the web. It also records the video and provides the MP4 file for archive playback. | | |
| Granicus Video - Online Training | Granicus Video - Online Training | | |
| Granicus ClearCaster Software | Granicus ClearCaster Software will convert the video feed for video streaming on the web which will also record video and provides the MP4 file for archive playback. Only used with the ClearCaster encoder hardware and LiveCast solution. | | |
| US Shipping Charge C - Large Item | US shipping of a large item | | |
| Encoding Appliance HDW - WOWZA ClearCaster | WOWZA ClearCaster encoder is the hardware appliance used convert the video feed for video streaming on the web. It also records the video and provides the MP4 file for archive playback. | | |
| US Shipping Charge C - Large Item | US shipping of a large item | | |
| Legistar 5.0 On-Prem Upgrade To Legistar 5.0 Hosted | Legistar 5.0 On-Prem Upgrade To Legistar 5.0 Hosted is for the uplift cost for a client going from a locally installed Legistar to hosted Legistar. | | |
| Send Agenda (Legistar) | Send Agenda is dependent on an active subscription to the relevant govMeetings agenda. | | |

| Solution | Description | | | |
|--------------------------|---|--|--|--|
| Meeting Efficiency Suite | Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware- as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes: | | | |
| | Unlimited user accounts | | | |
| | Unlimited meeting bodies | | | |
| | Unlimited storage of minutes documents | | | |
| | Access to the LiveManager software application for recording information during meetings | | | |
| | Access to the Word Add-in software component for minutes formatting in MS Word if desired | | | |
| | Up to one (1) MS Word minutes template (additional templates can be purchased if needed) | | | |
| Legistar | Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes: | | | |
| | Unlimited user accounts | | | |
| | Unlimited meeting bodies and meeting types | | | |
| | Unlimited data storage and retention | | | |
| | • Up to one (1) Legistar database | | | |
| | • Up to one (1) InSite web portal | | | |
| | | | | |

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| Solution | Description | | |
|------------------------------|---|--|--|
| iLegislate | iLegislate® enables government officials to review meeting agendas, supporting documents, and archived videos on any tablet or desktop th supports iOS, Android, Windows, or OS X. iLegislate seamlessly connects of agenda data to a tablet or desktop, automatically updating it with the latest information when online, and is available for review when offline. Elected members and staff can review agendas and PDF attachments, and bookmark items of interest, while offline (currently tablet only). Changes are automatically backed up to the Granicus cloud when an internet connection is established. iLegislate includes: | | |
| | Automated updates through desktop application | | |
| | Ability to download agendasAnnotations | | |
| | Cloud stored data | | |
| | Ability to utilize on IOS, Android, Windows, and Mac OSX | | |
| | eComment integration (if jurisdiction also has eComment) | | |
| | Upload of upcoming agendas Convenient access to meeting agendas and supporting documents | | |
| | Review agendas and attachments offline and on-the-go | | |
| | Review indexed, archived meeting videos | | |
| | Public opinion placed at elected officials' fingertips | | |
| Open Platform Suite | Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage. | | |
| eComment | eComment reduces staff time by providing the ability to effortlessly collect and manage citizen input on agenda items. Citizens are allowed to either submit comments in regards to items or sign up to speak before a scheduled meeting. | | |
| govDelivery for Integrations | Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Recieve a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. | | |
| | Note: govDelivery intergrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions. | | |



GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

Granicus Communications Suite Subscriber Information.

- Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
- O Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

Data obtained through the Granicus Advanced Network.

- Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
- Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an optin email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

THIRD PARTY DISCLAIMER

Order #: Q-165410 Prepared: 11/30/2021



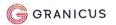
Closed Captioning and Meeting Services: Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.

ClearCaster and LiveCast Services: Client and Granicus agree that a third party will provide services under this Agreement. Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.



TERMS & CONDITIONS

- The terms and conditions set forth in the Agreement effective 01-25-2017 are incorporated herein by reference.
- ClearCaster Terms & Conditions attached to this quote are incorporated herein by reference.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Milwaukee, WI to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.
- Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.



BILLING INFORMATION

| Billing Contact: | Terry MacDonald | Purchase Order Required? | [/] - No [] - Yes |
|------------------|--|------------------------------|------------------------|
| Billing Address: | 200 E. Wells St. Rm 205 Milwaukee, wI 53202 | PO Number: If PO required | |
| Billing Email: | milwaukee, wit 53202 tmacdo &milwaukee, gov | Billing Phone: | 414.286-2233 |

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-165410 dated 11/30/2021 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

| Milwaukee, WI | |
|--------------------|--|
| Signature: | |
| Name: JIM OWCZUBJG | |
| Title: City clark | |
| Date: 2/23/22 | |

ClearCaster Terms & Conditions

The ClearCaster products are subject to the following terms:

Permitted Use. Granicus hereby grants during each Order Term or as otherwise specified in the Order, and Customer hereby accepts, solely for its internal use, a worldwide, revocable, non- exclusive, non-transferrable right to use the ClearCaster products to the extent allowed in the relevant Order (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the ClearCaster products up to the levels limited in the applicable Order.

Data Sources. Data uploaded into ClearCaster products must be brought in from Customer sources (interactions with end users and opt-in contact lists). Customer cannot upload purchased contact information into the ClearCaster products without Granicus' written permission and professional services support for list cleansing.

Passwords. Passwords are not transferable to any third party. Customer is responsible for keeping all passwords secure and all use of the the ClearCaster products accessed through Customer's passwords.

Content. Customer can only use the ClearCaster products to share content that is created by and owned by Customer and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Customer, can be removed or limited by Granicus.

Disclaimers. Any text, data, graphics, or any other material displayed or published on Customer's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

Advertising. The ClearCaster products shall not be used to promote products or services available for sale through Customer or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement betweenCustomer and a third party that compensates Customer for the right to have information included in Content distributed or made available through the ClearCaster products prior to approving the presence of Advertising within the ClearCaster products.

Restrictions. Customer shall not:

- Misuse any Granicus resources or the ClearCaster products or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- Use any process, program, or tool for gaining unauthorized access to the systems, networks, or

accounts of other parties, including but not limited to, other Granicus customers;

- Customer must not use the Granicus products, services or the ClearCaster products in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- Customer must not use the services or ClearCaster products as a door or signpost to another server.
- Access or use any portion of the ClearCaster products, except as expressly allowed by this Order;
- Copy, distribute, sublicense, or otherwise share, software provided on the ClearCaster products;
- Disassemble, decompile, or otherwise reverse engineer all or any portion of the ClearCaster products; or add or remove software on the ClearCaster products without Granicus consent;
- Use the ClearCaster products for any unlawful purposes;
- Export or allow access to the ClearCaster products in violation of U.S. laws orregulations;
- Except as expressly permitted in this Order, subcontract, disclose, rent, or lease the ClearCaster products, or any portion thereof, for third party use; or
- Modify, adapt, or use the ClearCaster products to develop any software application intended for resale which uses the ClearCaster products in whole or in part.

Customer Feedback. Customer assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer relating to the use of the ClearCaster products. Granicus may use such submissions as it deems appropriate in its sole discretion.

Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the ClearCaster products, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Customer. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

License to Content; Access. Customer hereby grants Granicus and its vendors a limited right and license to view, access, use, modify, adapt, reproduce, transmit, distribute, display, and disclose Content for the sole purpose of providing the ClearCaster products.Customer agrees that Granicus and its vendors may remotely access the ClearCaster products for the sole purpose of providing Granicus products and services, and the ClearCaster products.

Warranties and Disclaimers. The ClearCaster products are provided "AS IS" and as available. EACH PARTY HEREBY DISCLAIMSANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIESOF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER GRANICUS NOR ITS SUPPLIERS WARRANT THAT THE CLEARCASTER PRODUCTS WILLMEET CUSTOMER'S REQUIREMENTS NOR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

Notwithstanding the foregoing and subject to payment of all applicable fees, Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS NOR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS NOR ITS SUPPLIER SHALL BE LIABLE FOR: (A) ERROROR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, TECHNOLOGY, OR HARDWARE; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, HARDWARE, CLEARCASTER PRODUCTS, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY. IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES RESULTING EXCLUSIVELY FROM THE CLEARCASTER PRODUCTS (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CUSTOMER FOR GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THE CLEARCASTER PRODUCTS MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

Department of Administration Purchasing Division

Waiver of Finance & Personnel Committee Approval For Single Source Contract Contract #E0000018021

| Background: | • |
|----------------------------------|---|
| User Department: | DOA-ITMD |
| Purchasing Agent: | Ann Patz |
| Contract Description. | Vendor Service Contract for DocuSign Digital Signature Service, |
| Contract Description: | Software, Support and Consulting |
| Vendor Name and Location: | Carahsoft Technology Corporation (Reston, VA) |
| Contract Term: | One (1) year with option to renew for two (2) additional one (1) year |
| Contract Term: | terms upon mutual consent |
| Requisition # and Date Received: | Reg#0000018699 Rec'd 02/01/2022 |
| Original Contract Amount: | \$49,890.52 |
| Expenditures to Date: | \$49,890.52 |
| Current Contract Amount: | \$49,890.52 |

History of Contract Amendments:

| Date | Item | Term | Cost |
|--------------|---|-------------------------------------|--------------|
| 01/28/2021 | Original Contract: Vendor Service Contract for DocuSign Digital Signature Service, Software, Support and Consulting F&P Committee approval not required | 01/28/2021 through 01/27/2022 | \$49,890.52 |
| Pending | Amendment #1: Increase contract total by \$50,212.74 from \$49,890.52 to \$100,103.26 and extend contract term one (1) year from 01/28/2022 through 01/27/2023, exercising the first (1 st) option to renew for two (2) additional one (1) year terms upon mutual consent. | 01/28/2022 through 01/27/2023 | \$50,212.74 |
| Total (inclu | ding the pending amendment) | | \$100,103.26 |

Purpose of Amendment:

Recommend the City's existing Vendor Service Contract for DocuSign Digital Signature Service, Software, Support and Consulting with Carahsoft Technology Corporation be amended to increase the contract total by \$50,212.74 from \$49,890.52 to \$100,103.26. In addition, extend the contract term one (1) year from 01/28/2022 through 01/27/2023, exercising the first (1st) option to renew for two (2) additional one (1) year terms upon mutual consent. This will cover the annual software license fees of \$50,212.74 in accordance with vendor quote #32635162 dated 01/27/2022 (Exhibit 1).

Justification for Waiver:

DocuSign software is being used by City departments and has allowed the City to reduce paperwork, operational efficiency, and cost savings for mailings, paper, and materials where physical paperwork will no longer be required. The City continues to leverage DocuSign across multiple departments for E-signature processing.

For this reason and in accordance with City Charter 16-05-4a, Finance and Personnel Committee approval is waived for services authorized by the Common Council.

DocuSign Envelope ID: 3DF38EDA-7DF8-4E38-AA28-39EE5485C0E7

-DocuSigned by:

Khonda U. Kelsey

City Purchasing Director 2FF147CAAA0F4C8... 2/9/2022 Date

3

F&P Waiver Presentation Date: 03/16/2022

• ;



Government - Price Quotation

DocuSign Government at Carahsoft



11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190 Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724 www.carahsoft.com | sales@carahsoft.com

| то | : Rhonda Kelsey Purchasing Dire City of Milwauke 809 North Broad Suite 400 Milwaukee, WI 5 | e Iway, | FROM: | Tiffany McKee DocuSign Government 11493 Sunset Hills Roa Suite 100 Reston, Virginia 20190 | ad | |
|----------|---|---|---|---|--|-------------|
| EMAIL | Rhonda.Kelsey | @milwaukee.gov | EMAIL: | Tiffany.McKee@carah | soft.com | |
| PHONE | E: (414) 286-3501 | | PHONE: | (571) 662-3403 | FAX: (703 | 3) 871-8505 |
| TERMS | Shipping Point: Remit To: Same Payment Terms Cage Code: 1P3 DUNS No: 0883 | FOB Destination as Above Net 30 (On Approved Credit) 3C5 65767 SA/MasterCard/AMEX | QUOTE N QUOTE D QUOTE EX RFQ NO: SHIPPING TOTAL PR | ATE: XPIRES: | 32635162 01/27/2022 02/28/2022 ESD \$50,212.74 | |
| LINE NO. | PART NO. | DESCRIPTION | TOTAL QU | JOTE: QUOTE PRICE | \$50,212.74 QTY EXT | ENDED PRICE |
| 1 | APT-0393 | DocuSign Enterprise Pro for Gov - Env DocuSign, Inc APT-0393 Start Date: 02/01/2022 End Date: 01/31/2023 | | \$4.1158 OM | 10000 | \$41,158.00 |
| 2 | APT-0148 | Enterprise Premier Support 22% of Recurring F List Price per \$100 of List License Fees) DocuSign, Inc APT-0148 Start Date: 02/01/2022 End Date: 01/31/2023 | Fees (22% of | \$9,054.7368 OM | 1 | \$9,054.74 |
| | | SUBTOTAL: | | | | \$50,212.74 |
| | | | | TOTAL PRIC | E: | \$50,212.74 |
| | | | | TOTAL QUO | TE: | \$50,212.74 |

Government - Price Quotation



DocuSign Government at Carahsoft



Government - Price Quotation



DocuSign Government at Carahsoft



11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190 Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724 www.carahsoft.com | sales@carahsoft.com

_

LINE NO. PART NO. DESCRIPTION

QUOTE PRICE

QTY EXTENDED PRICE

Product Details

eSignature Envelope Allowance: 10,000

Overage/Usage Fees

eSignature Enterprise Pro for Gov - Env (Per Transaction): \$9.89

Terms & Conditions

This Order Form covers the DocuSign products described herein and is governed by the Carahsoft Reseller Agreement between DocuSign, Inc and Carahsoft Technology executed on January 23, 2018. Customer must reference Quote number on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription and support pricing will be in accordance with DocuSign's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Licensee agrees that any order for DocuSign will be governed by the terms and conditions of the Carahsoft Docusign Service Agreement copies of which are found at

https://static.carahsoft.com/concrete/files/8616/1374/4909/DocuSign_Master_Services_Agreement_for_US_Public_Entities.pdf and all Schedules referenced by the Service Terms are made a part hereof. Licensee acknowledges it has had the opportunity to review the Agreement, prior to executing an order.

Department of Administration Purchasing Division

Waiver of Finance & Personnel Committee Approval For Sole Source Contract Contract #E0000017920

| Background: | |
|----------------------------------|---|
| User Department: | Milwaukee Fire Department (MFD) |
| Purchasing Agent: | Marina Litvinets |
| Contract Description: | Vendor Service Contract for WISHIN Data Sharing |
| Vendor Name and Location: | Wisconsin Statewide Health Information Network, Inc. (Madison, WI) |
| | 11/03/2020 through 11/02/2021 with four (4) options to extend for one |
| Contract Term: | (1) year period, upon mutual agreement |
| Requisition # and Date Received: | 0000018707 & 01/25/2022 |
| Original Contract Amount: | \$166,500.00 |
| Expenditures to Date: | \$164,500.00 |
| Current Contract Amount: | \$166,500.00 |
| | |

History of Contract Amendments:

| Date | Item Term | | Cost |
|---------------|---|-------------------------------------|----------------------|
| 01/13/2021 | Original Contract: VSC for WISHIN Data Sharing | 11/03/2020 through | \$166,500.00 |
| | Presented to F&P Committee on: 01/13/2021 | 11/02/2021 | |
| Pending | Amendment #1: Increase the estimated contract total by \$34,505.00 from \$166,500.00 to \$201,005.00, extend the contract term for one (1) year, from 11/03/2021 through 11/02/2022, exercising the first (1 st) of four (4) options to extend the contract, upon mutual agreement. | 11/03/2021 through 11/02/2022 | <u>`</u> \$34,505.00 |
| Total (includ | ling the pending amendment) | | \$201,005.00 |

Purpose of Amendment:

The purpose of this amendment is to increase the estimated contract total by 34,505.00 from 166,500.00 to 201,005.00 and extend the contract term for one (1) year, from 11/03/2021 through 11/02/2022, exercising the first (1st) of four (4) options to extend the contract, upon mutual agreement.

Justification for Waiver:

The Wisconsin Statewide Health Information Network, Inc. ("WISHIN") is the state-designated entity for health information exchange in Wisconsin. As the aggregator of health information, WISHIN allows for the access and connection of patient data from multiple sources including hospitals in Milwaukee County, the surrounding area, as well as many other hospital systems and critical access hospitals in the state.

The vendor will enable access to the larger healthcare dataset immediately, complete a patient reconciliation project and complete a data translation project to enable the fluid transfer of EMS data into the larger healthcare data system. This will better connect non-fatal and fatal patient overdose data with patient existing hospital and clinical treatment records. This service is proprietary to WISHIN.

For this reason and in accordance with City Charter 16-05-4a, Finance and Personnel Committee approval is waived for services authorized by the Common Council.

DocuSigned by:

~ U. Kelsey Khond

2/10/2022 Date

City Purchasing Director 2FF147CAAA0F4C8...

F&P Waiver Presentation Date: 03/16/2022

Waiver of Finance & Personnel Committee Approval For Sole Source Contract Contract # E0000016169

| Milwaukee Fire Department (MFD) |
|--|
| Marina Litvinets |
| Vendor Service Contract for Emergency Medical Technician (EMT) Education and Support |
| TargetSolutions Learning, LLC d/b/a Vector Solutions (Tampa, FL) |
| 01/01/2019 through $12/31/2022$ with the option to extend for two (2) additional one (1) year periods, upon mutual agreement |
| 0000018706 & 01/27/2022 |
| \$145,185.00 |
| \$149,549.00 |
| \$149,549.00 |
| |

History of Contract Amendments:

| Date | Item | Term | Cost |
|--------------|---|-------------------------------------|--------------|
| 01/09/2019 | Original Contract: Vendor Service Contract for Emergency Medical Technician (EMT) Education and Support F&P Committee Approval Waived on: 01/09/2019 | 01/01/2019 through 12/31/2022 | \$145,185.00 |
| 01/19/2021 | Amendment #1 – Increase the estimated contract total by \$4,364.00 from \$145,185.00 to \$149,549.00. One-time amendment less than \$10,000, F&P Approval is not required | n/a | \$4,364.00 |
| Pending | Amendment #2 – Increase the estimated contract total by \$52,847.00 from \$149,549.00 to \$202,396.00. | n/a | \$52,847.00 |
| Total (inclu | ding the pending amendment) | | \$202,396.00 |

Purpose of Amendment:

The purpose of this amendment is to increase the estimated contract total by \$52,847.00 from \$149,549.00 to \$202,396.00.

Justification for Waiver:

Since January 2014, TargetSolutions Learning, LLC d/b/a Vector Solutions, previously named CentreLearn, has provided proprietary unique on-line education delivery modules that fulfill the requirements to maintain and renew the required Wisconsin EMT licensures annually for all members of the MFD, as this is a condition of their employment. In 2021, approximately 700 active members of the MFD utilized numerous hours of varied training through this platform and, in result, continued to meet the state requirements. Examples of the types of training included: EMS courses (Aquatic Emergencies, Allergic Reaction Management, and Acute Coronary Syndrome), Fire Prevention Safety Course, Fleet Program Driver courses (Dangers of Speeding for Emergency Vehicle Operators, Defensive Driving Strategies) and other courses.

The TargetSolutions Learning, LLC d/b/a Vector Solutions platform is utilized to provide training for Milwaukee County, as well as all of the communities within, by integrating member account information and allowing compatibility with and access to the Milwaukee County Emergency Medical Services (EMS) on-line education and training services. This integration allows MFD employees to utilize established proprietary content and education formats that promote countywide uniformity within EMT training.

For this reason and in accordance with City Charter 16-05-4a, Finance and Personnel Committee approval is waived for services authorized by the Common Council.

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-DocuSigned by:

Khonda U. Kelsey

City Purchasing Director 2FF147CAAA0F4C8... 2/11/2022 Date

F&P Waiver Presentation Date: 03/16/2022

Department of Administration Purchasing Division

Waiver of Finance & Personnel Committee Approval For Sole Source Contract Contract #E0000017074

| Background: | | | | |
|----------------------------------|--|--------------------------|--|--|
| User Department: | Health | | | |
| Purchasing Agent: | Ann Patz | | | |
| Contract Description: | Vendor Service Contract for Preventative Maintenance for Laboratory Equipment | | | |
| Vendor Name and Location: | Life Technologies Corporation (Carlsbad, CA) | | | |
| Contract Term: | 01/01/2020 thro | ough 12/31/2020 | | |
| Requisition # and Date Received: | 0000018733 Re | c'd 02/02/2022 | | |
| Original Contract Amount: | \$29,227.52 | (Grant Funded ELC COVID) | | |
| Expenditures to Date: | \$104,816.21 | | | |
| Current Contract Amount: | \$109,262.56 | | | |

History of Contract Amendments:

| Date | Item | Term | Cost |
|--------------|---|-------------------------------------|--------------|
| 12/31/2019 | Original Contract: Vendor Service Contract for Preventative Maintenance for Laboratory Equipment F&P Waiver not required. | 01/01/2020 through 12/31/2020 | \$29,227.52 |
| N/A | Amendment #1: Increased the estimated contract total by \$9,499.04 from \$29,227.52 to \$38,726.56. F&P Waiver not required. | N/A | \$9,499.04 |
| 01/13/2021 | Amendment #2: Increased the estimated contract total by \$40,596.00 from \$38,726.56 to \$79,322.56 and added the option to extend for two (2) additional one (1) year terms, upon mutual consent. Exercised the first (1 st) option to extend one (1) year from 01/01/2021 through 12/31/2021. Waiver Presented on: 01/13/2021 | 01/01/2021 through 12/31/2021 | \$40,596.00 |
| 10/27/2021 | Amendment #3: Increased the contract total by \$29,940.00 from \$79,322.56 to \$109,262.56 and exercised the second (2 nd) option to extend for one (1) year from 01/01/2022 to 12/31/2022. In addition, added the option to extend annually upon mutual consent. Waiver Presented on: 10/27/2021 | 01/01/2022 through 12/31/2022 | \$29,940.00 |
| Pending | Amendment #4: Increase the contract total by \$38,820.60 from \$109,262.56 to \$148,083.16 and extend contract term for two (2) years from 01/01/2023 to 12/31/2024, exercising the option to extend annually upon mutual consent. | 01/01/2023 through 12/31/2024 | \$38,820.60 |
| Total (inclu | ding the pending amendment) | | \$148,083.16 |

Purpose of Amendment:

The purpose of this amendment is to allow the City of Milwaukee's Health Department (MHD) to increase the estimated contract total by \$38,820.60 from \$109,262.56 to \$148,083.16 in accordance with Vendor Service Agreement Quotation #40609647 dated 11/12/2021 and revised 01/07/2022 for extended care service on the

Genetic Analyzer for the amount of \$13,665.60 from 01/01/2022 through 12/31/2022 (Exhibit 1), Vendor Service Agreement Quotation #40616848 dated 01/07/2022 for qualification coverage on the KingFisher Flex 96 DW Unit for the amount of \$8,925.12 from 01/01/2022 through 12/31/2024 (Exhibit 2), and Vendor Service Agreement Quotation #40616849 dated 01/07/2022 for qualification coverage on the Seqstudio equipment for the amount of \$16,229.88 from 01/01/2022 through 12/31/2024 (Exhibit 3). In addition, extend the contract term for two (2) years from 01/01/2023 to 12/31/2024, exercising the option to extend annually upon mutual consent. Federal ELC COVID Grant and O&M funds will be used.

Justification for Waiver:

In 2020, the MHD Lab renewed the service agreement coverage and successfully utilized the service coverage from Life Technologies on four (4) pieces of equipment. To date, these systems have been successful to the MHD Lab for analyzing patient samples for virus testing/diagnosis of communicable diseases including supporting COVID19 testing. Life Technologies has successfully supported the MHD laboratory in maintaining CLIA compliance, transitioning testing from older technology and fulfilling obligations in a timely manner to ensure continuity of COVID19 testing and other reference work with less than 24 hours of downtime.

This service is required to be able to test clinical patient samples. This amendment will allow Life Technologies Corporation to provide on-going service for maintenance coverage of laboratory equipment, 7500FAST DX, QUANTSTUDIO DX, and 3130-6 Genetic Analyzer. Also, the service coverage is required in order for the laboratory to operate the equipment in accordance with regulatory guidelines (CLIA) for COVID19, Influenza and HSV (Herpes). Life Technologies will continue to provide required and on call maintenance operations.

For this reason and in accordance with City Charter 16-05-4a, Finance and Personnel Committee approval is waived for services authorized by the Common Council. -DocuSigned by:

Khonda U. Kelsey

2/9/2022 Date

City Purchasing Director 2FF147CAAA0F4C8...

F&P Waiver Presentation Date: 03/16/2022



| th American Sales and Service n: Service Contract Administration ilstop: PLE C-1 31 Van Allen Way Isbad, CA 92008 : 1-800-955-6288, option 3,2 :: 1-925-426-2051 | | SERVICE AGE QUOTAT | REEMENT ION |
|--|--|---|---|
| Sanjib Bhattacharyya City of Milwaukee Hlth Dept 841 N Broadway MILWAUKEE WI 53202 | | QUOTE NO. ORIGINAL QUOTATION DATE REVISION DATE EFFECTIVE PAGE | 40609647 11/12/2021 01/07/2022 01/01/2022 TO 12/31/2022 1 OF 3 |
| | | QUOTE VALID TO | 12/31/2021 |
| TELEPHONE: (414) 286-5702 FAX: (414) 286-5098 YOUR REFERENCE: | | Customer PO No. | |
| entered into between Life Technologies and the undersi Agreement. Life Technologies agrees to perform the ser | igned Customer in consid vices set forth on the a | deration of the payments provided for in this Agr ttachment to this Agreement on the equipment li | eement. Subject to the terms and sted below for the period described. |
| | SERIAL NUMBER | COVERAGE | EXTENDED PRICE USD |
| 3130-16 Genetic Analyzer Begin Date: 01/01/2022 End Date: 12/31/2022 | (18231-004) | Extended Care Select | \$ 13,665.60 |
| | | Total net pri | ice: \$ 13,665.60 |
| | City of Milwaukee Hlth Dept 841 N Broadway MILWAUKEE WI 53202 TELEPHONE: (414) 286-5702 FAX: (414) 286-5098 YOUR REFERENCE: s entered into between Life Technologies and the unders Agreement, Life Technologies agrees to perform the ser C. EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES 1 3130-16 Genetic Analyzer Begin Date: 01/01/2022 | rth American Sales and Service n: Service Contract Administration ilistop: PLE C-1 81 Van Allen Way rlsbad, CA 92008 1: 1-800-955-6288, option 3,2 c: 1-925-426-2051 ail: Service. Sales@LifeTech.com Sanjib Bhattacharyya City of Milwaukee Hlth Dept 841 N Broadway MILWAUKEE WI 53202 TELEPHONE: (414) 286-5702 FAX: (414) 286-5098 YOUR REFERENCE: s entered into between Life Technologies and the undersigned Customer in consist Agreement, Life Technologies agrees to perform the services set forth on the a FFECTIVE DATES/ NOTES 1 3130-16 Genetic Analyzer (18231-004) Begin Date: 01/01/2022 | th American Sales and Service in: Service Contract Administration istop: PLE C-1 81 Van Allen Way rlsbad, CA 92008 : 1-800-955-6288, option 3,2 :: Service.Sales@LifeTech.com Sanjib Bhattacharyya City of Milwaukee Hilt Dept 841 N Broadway MILWAUKEE WI 53202 WILWAUKEE WI 53202 PAGE QUOTE VALID TO Customer PO No. TELEPHONE: (414) 286-5702 FAX: (414) 286-5098 YOUR REFERENCE: a entered into between Life Technologies and the undersigned Customer in consideration of the payments provided for in this Agreement, Life Technologies agrees to perform the services set forth on the attachment to this Agreement on the equipment life. .: Agreement, Life Technologies agrees to perform the services set forth on the attachment to this Agr |

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 | | Matt De Lellis | |
|--------------------------------|------|------------------------|------------|
| Signature of authorized person | | Service Sales Represer | ntative |
| Signature of authorized person | | Tamás | 01/07/2022 |
| Please print name and title | Date | Prepared by | Date |

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 Fmail: Service Sales@LifeTech.com

| | Fax: 1 | -800-955-6288, option 3,2 -925-426-2051 Service.Sales@LifeTech.com | | QUOTE NO. ORIGINAL QUOTATION DATE REVISION DATE EFFECTIVE | 40609647 11/12/2021 01/07/2022 01/01/2022 TO 12/31/2022 | | |
|----------------------|---|---|-------------------------------|--|--|--|--|
| | | | | QUOTE VALID TO | 12/31/2021 | | |
| ITEM NO. | QTY. | EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES | SERIAL NUMBER | COVERAGE | EXTENDED PRICE USD | | |
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| Contra | ct Notes: | | | | | | |
| Your | current a | greement will expire on 12/31/2021. | | | | | |
| Previo | us purch | ase order no. E0000017074 n.2. | | | | | |
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| | | our order, the signed service agreement d to service.sales@lifetech.com. | and purchase orde | er | | | |
| Please follow | | e purchase order to Life Technologies a | and include the | | | | |
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| | | e 30 days from invoice date. es are extra. | | | | | |
| | NOTE: If you submit PO's through a B2B system, please include this Quote # in the comments section to ensure proper processing. | | | | | | |
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| Please | contact | your Sales Representative for more info | ormation: | | | | |
| direct | tel: 443 email: al | 862-0109 an.porter2@thermofisher.com 0-955-6288, option 3 then option 2 | | | | | |
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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. | 40609647 |
|-------------------------|--------------|
| ORIGINAL QUOTATION DATE | 11/12/2021 |
| REVISION DATE | 01/07/2022 |
| EFFECTIVE | 01/01/2022 T |

11/12/2021 01/07/2022 01/01/2022 TO 12/31/2022

| | | | | QUOTE VALID TO | 12/31/2021 | |
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| 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 self 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 thisquotation 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.

PLEASE SEE TERMS AND CONDITIONS OF CONTRACT E0000017074 FOR REFERENCE



| Tel: 1-800-955-6288, option 3,2 Fax: 1-925-426-2051 Email: Service.Sales@LifeTech.com |
|---|
| Kristin Schieble |
| City of Milwaukee Hlth Dept |
| 841 N Broadway |

MILWAUKEE WI 53202

TELEPHONE: (414) 286-5702 FAX: (414) 286-5098 YOUR REFERENCE:

Life Technologies Corporation North American Sales and Service Attn: Service Contract Administration

Mailstop: PLE C-1 5781 Van Allen Way Carlsbad, CA 92008

TO

 QUOTE NO.
 40616848

 ORIGINAL QUOTATION DATE
 01/07/2022

 REVISION DATE
 01/07/2022

 EFFECTIVE
 01/01/2022

 PAGE
 1 OF 3

40616848 01/07/2022 01/07/2022 01/01/2022 TO 12/31/2024 1 OF 3

QUOTE VALID TO

01/31/2022

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 | F | EXTENDED PRICE JSD |
|-------------|------|---|------------------|---------------|---------------|--------------------------|
| 0010 | 1 | KINGFISHER FLEX ,96 DW UNIT Begin Date: 01/01/2022 End Date: 12/31/2022 | (711-83683) | Qualification | \$ | 2,975.04 |
| 0020 | 1 | KINGFISHER FLEX ,96 DW UNIT Begin Date: 01/01/2023 End Date: 12/31/2023 | (711-83683) | Qualification | \$ | 2,975.04 |
| 0030 | 1 | KINGFISHER FLEX ,96 DW UNIT Begin Date: 01/01/2024 End Date: 12/31/2024 | (711-83683) | Qualification | \$ | 2,975.04 |
| | | | | Total r | net price: \$ | 8,925.12 |

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 | | Matt De Lellis | |
|--------------------------------|------|-----------------------|------------|
| Signature of authorized person | | Service Sales Represe | entative |
| Signature of authorized person | | Aniko | 01/07/2022 |
| Please print name and title | Date | Prepared by | Date |

40616848

QUOTE NO.

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

| | Email: | Service.Sales@LifeTech.com | | ORIGINAL QUOTATION DATE REVISION DATE EFFECTIVE | 01/07/2 01/07/2 01/01/2 | |
|------------------|------------------------------------|--|---|---|-------------------------------|--------------------------|
| | | | | QUOTE VALID TO | 01/31/2 | 2022 |
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| Please | e contact | your Service Sales Representative for n | nore information. | | | |
| direct direct | email: m | (828) 606-5896 natthew.delellis2@thermofisher.com Service.Sales@LifeTech.com | | | | |
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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

| Fax: 1-925-426-2051 Email: Service.Sales@LifeTech.com | | | QUOTE NO. ORIGINAL QUOTATION DATE REVISION DATE EFFECTIVE | 40616848 E 01/07/2022 01/07/2022 01/01/2022 TO 12/31/2024 | | | | |
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| of cac h | -Service | -Plan,- and -are agreed to by -you as part DR REFERENCE | | | | | | |
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| | | number of pages, we are directing you ement below carefully. | to Life's Instrume | nt Services Terms and Conditions of | n our we | ebsite. Please read the | | |
| -any re -order -quotat -author | sulting c or otherv ion and ized repr | and Life's INSTRUMENT SERVICES TE contract), set out the terms on which Lii vise ordering or accepting services, you Life's Instrument Services Terms and Co resentative of Life, and that the purchas and Life's Instrument Services Terms an | fe is offering to so expressly confirm anditions to the ex e and sale transact | ell the service(s) listed in this quotat that you intend to be bound by an cclusion of all other terms not expre | ion. By d agree ssly agre | issuing a purchase to the terms of this eed to in writing by an | | |
| Life's | Instrume the "terr | nt Services Terms and Conditions can b ms and conditions" link at the bottom o | be found on Life's if Life's webpage. | webeitase bite contracteboologi | 787 4F6 | ermsandconditions RREFERENCE | | |
| lf you | have an | y questions, please visit our website at | www.lifetechnolo | gies.com. | | | | |
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EXHIBIT 3

| SERVICE | AGREEMENT |
|---------|-----------|
| QUO | TATION |

| | 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 | QUOTAT | ION |
|---|--|--|--|
| Г | Kristin Schieble City of Milwaukee Hlth Dept 841 N Broadway MILWAUKEE WI 53202 | QUOTE NO. ORIGINAL QUOTATION DATE REVISION DATE EFFECTIVE PAGE | 40616849 01/07/2022 01/07/2022 01/01/2022 TO 12/31/2024 1 OF 3 |
| | | QUOTE VALID TO | 01/31/2022 |
| | TELEPHONE: 414-255-5787 FAX: YOUR REFERENCE: | 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 | (TENDED RICE SD |
|-------------|------|---|------------------|------------------|-----------------------|
| 0010 | 1 | SEQSTUDIO Begin Date: 01/01/2022 End Date: 12/31/2022 | (232001934) | Qualification | \$ 5,409.96 |
| 0020 | 1 | SEQSTUDIO Begin Date: 01/01/2023 End Date: 12/31/2023 | (232001934) | Qualification | \$ 5,409.96 |
| 0030 | 1 | SEQSTUDIO Begin Date: 01/01/2024 End Date: 12/31/2024 | (232001934) | Qualification | \$ 5,409.96 |
| | | | | Total net price: | \$ 16,229.88 |

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 | | Matt De Lellis | |
|--------------------------------|------|-----------------------|------------|
| Signature of authorized person | | Service Sales Represe | ntative |
| Signature of authorized person | | Aniko | 01/07/2022 |
| Please print name and title | Date | Prepared by | Date |

40616849

QUOTE NO.

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| | Email: | Service.Sales@LifeTech.com | | ORIGINAL QUOTATION DATE REVISION DATE EFFECTIVE | 01/07/2 01/07/2 01/01/2 | |
|------------------|------------------------------------|--|---|---|-------------------------------|--------------------------|
| | | | | QUOTE VALID TO | 01/31/2 | 2022 |
| ITEM NO. | QTY. | EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES | SERIAL NUMBER | COVERAGE | | EXTENDED PRICE USD |
| | | | | | | |
| Contra | ct Notes: | : | | | | |
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| | | s valid only if the purchase order is recontation valid-to date. | eived on or | | | |
| + + + | + + + + | * | + + + + + + + + + + | * * * * * * * * * * * * * * * * | | |
| Lock | in today' | s service contract price for 2 or more y | /ears. | | | |
| + + + | + + + + | * | + | * * * * * * * * * * * * * * * * | | |
| | | our order, the signed service agreement d to service.sales@lifetech.com. | and purchase orde |). | | |
| Please follow | | ne purchase order to Life Technologies a | and include the | | | |
| -Billing | ation nun g address ument(s) | 3 | | | | |
| | | ue 30 days from invoice date. res are extra. | | | | |
| | | submit PO's through a B2B system, ple e comments section to ensure proper pro | | | | |
| + + + | + + + + | + | | + | | |
| Please | e contact | your Service Sales Representative for n | nore information. | | | |
| direct direct | email: m | (828) 606-5896 natthew.delellis2@thermofisher.com Service.Sales@LifeTech.com | | | | |
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QUOTE NO. ORIGINAL QUOTATION DATE REVISION DATE EFFECTIVE

40616849 01/07/2022 01/07/2022 01/01/2022 TO 12/31/2024

| | | | QUOTE VALID TO | 01/31/2022 |
|---|---|--|---|---|
| ITEM QTY. NO. | EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES | SERIAL NUMBER | COVERAGE | EXTENDED PRICE USD |
| he Life Servi | Terms ce Agreement Terms and Conditions set | North A | | corporated into and are an integral pa |
| | e Plan, and are agreed to by you as par | | | |
| | C | ontract Qualific | cation Add-On | |
| | onditions and known sample characterist | | | |
| The Qualific Service incl Operational provides do To reduce the | e number of pages, we are directing you tement below carefully. | fication, calibratior /erification (OQ/IP\ ctioning according | ns and an instrument performar /) service is performed by a tra- to the manufacturer's specifica- | nce run. ained and certified engineer and ations. |
| The Qualific Service incl Operational provides do To reduce the important sta This quotation any resulting order or othe quotation and authorized rej | e number of pages, we are directing you | fication, calibratior (erification (OQ/IP) ctioning according u to Life's Instrum ERMS and CONDIT ife is offering to s u expressly confirm Conditions to the e se and sale transa | ns and an instrument performar /) service is performed by a tra- to the manufacturer's specifica- ent Services Terms and Condit FIONS (which are incorporated sell the service(s) listed in this- n that you intend to be bound exclusion of all other terms not | nce run. ained and certified engineer and ations. ions on our website. Please read th <u>I by reference into this quotation and quotation. By issuing a purchase</u> by and agree to the terms of this expressly agreed to in writing by ar |
| The Qualific Service incl Operational provides do To reduce the important station This quotation any resulting order or othe quotation and authorized rej this quotation | cation add-on includes OQ/IPV performed udes documentation for temperature veri Qualification / Instrument Performance V ocumentation that your instrument is fun- e number of pages, we are directing you tement below carefully. n, and Life's INSTRUMENT SERVICES TI contract), set out the terms on which L rwise ordering or accepting services, you I Life's Instrument Services Terms and C presentative of Life, and that the purcha | fication, calibratior (erification (OQ/IP) ctioning according u to Life's Instrum ERMS and CONDIT ife is offering to survey ife is offering to survey onditions to the se and sale transa and Conditions. | ns and an instrument performar /) service is performed by a tra- to the manufacturer's specifica- ent Services Terms and Condit FIONS (which are incorporated sell the service(s) listed in this in that you intend to be bound- exclusion of all other terms not perform between you and Life is DEASE SEE CONTRACT E0000 | nce run. ained and certified engineer and ations. ions on our website. Please read th l by reference into this quotation and quotation. By issuing a purchase by and agree to the terms of this expressly agreed to in writing by ar subject to and will be governed by 017074 FOR REFERENCE |