

Contract CT-060-25010450
For
Waters Xevo TQ Absolute LCMSMS System
Between
Sheriff-Coroner
And
Waters Technologies Corporation dba Waters Corporation



CONTRACT**CT-060-25010450****BETWEEN****COUNTY OF ORANGE****AND****Waters Technologies Corporation dba Waters Corporation****FOR****Waters Xevo TQ Absolute LCMSMS System**

This Contract CT-060-25010450 for One (1) Waters Xevo TQ Absolute LCMSMS System (Contract) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County"), and Waters Technologies Corporation dba Waters Corporation (Contractor), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Payment and Compensation

Attachment C – Certificate of Anti-Lobbying

RECITALS

WHEREAS, Contractor and County are entering into this Contract for One (1) Waters Xevo TQ Absolute LCMSMS System under a firm fixed fee Contract; and,

WHEREAS, Contractor agrees to provide One (1) Waters Xevo TQ Absolute LCMSMS System to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for One (1) Waters Xevo TQ Absolute LCMSMS System with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES**GENERAL TERMS AND CONDITIONS**

1. Governing Law and Venue:

This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

2. Entire Contract:

This Contract, including its Attachments, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes, amendments, or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding upon either party unless accepted in writing by both parties.

3. Amendments:

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on either party unless authorized by such party in writing.

4. Taxes:

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

5. Delivery:

Title and risk of loss shall remain with Contractor until delivery, at which time title and risk of loss shall transfer to County. County reserves the right to refuse any goods and services and to cancel all or any part of the goods and services not conforming to Contractor's applicable specifications, drawings, samples or descriptions or services that do not conform to the scope of work identified in Attachment A. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County.

6. Acceptance Payment:

Unless otherwise agreed to in writing by County, 1) acceptance shall be deemed complete when all goods/services have been received, inspected, and tested to the satisfaction of County consistent with Attachment A, Scope of Work, and 2) payment for one (1) year MassLynx software maintenance plan (Attachment B, Section 2, Line Item 5 – 740002549 Maint: MassLynx S/W 2nd Yr) shall be paid in advance

subject to Attachment B (Compensation and Pricing Provisions, Section 5. (Payment Terms); and 3) all other goods and services shall be made in arrears after satisfactory acceptance.

7. Warranty:

Contractor expressly warrants that the goods covered by this Contract are, as of the date of delivery 1) free of liens or encumbrances, and 2) merchantable as specified in the Scope of Work attached hereto as Attachment A. Contractor further warrants that the goods and services as set forth in Attachment A, Scope of Work, Equipment, conforms to industry standards of workmanship and materials. Contractor's obligation for software consulting, training, and documentation services shall be limited to providing the selected services on a best efforts basis. CONTRACTOR MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, EXCEPT AS SET FORTH HEREIN, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. The sole obligation of Contractor shall be to repair or replace any Contractor non-conforming good or part during the term of the service/warranty specified in the Attachment A, Scope of Work. This warranty shall not be deemed to have failed its essential purpose as long as Contractor is willing and able to repair or replace any Contractor non-conforming good or part covered by the service/warranty. In the event that an Equipment covered by the warranty cannot be repaired or replaced, Contractor reserves the right to provide County, as mutually agreed by the parties hereto, either (a) a prorated refund or credit of the purchase price; or (b) a prorated credit towards the purchase of a replacement equipment.

8. Patent/Copyright Materials/Proprietary Infringement:

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor shall indemnify, defend and hold County and County Indemnitees harmless from and against any claims brought by third parties to the extent caused by infringement of any U.S. patent, copyright, trade secret, trademark or other proprietary right in connection with the products and/or services furnished under this Contract. Contractor shall not have any liability to County under this Section 8 to the extent that any third party infringement claim is based upon: (i) County's use of the product in combination with equipment or software not supplied hereunder where the alleged infringement would not exist but for such combination: or (ii) County's use of the product and/or service in application or environment for which it was not designed or not contemplated in its product literature: (iii) County's use of other than a current non-infringing release of the product and/or service provided to County by Contractor: (iv) unauthorized modifications of the product and/or service provided to County by Contractor: (iv) unauthorized modifications of the product and/or service by anyone other than Contractor.

9. Assignment:

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by either Party without the express written consent of the other Party. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of each Party shall be invalid and shall constitute a breach of this Contract.

10. Non-Discrimination:

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

11. Termination:

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

12. Consent to Breach Not Waiver:

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

13. Independent Contractor:

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

14. Performance Warranty:

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

15. Changes:

Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the reasonable satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not reasonably qualified or is otherwise reasonably unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under this Contract, including litigation that involves or may reasonably be expected to involve similar goods or service to those contained in Attachment A, Scope of Work, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest of litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County in writing. Contractor is not obligated to provide information pertaining to litigation that has been expressly deemed confidential pursuant to the terms of a settlement agreement or by a court of competent jurisdiction.

In conjunction with the responsibilities under this Contract, Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors directly associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

17. Force Majeure:

Contractor shall have no liability for failure to perform, or delay in performance, in the delivery of any and all equipment manufactured or sold by Contractor including instruments, supplies, components, systems, chemistry, accessories, replacement spare parts, or any and all services provided by Contractor, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of nature, floods, fire, explosions, war, or military mobilization. United States governmental action or inaction, request of governmental authority, delays in transportation or inability to obtain material or equipment, acts of other governments, strikes, or labor disturbances, provided Contractor gives written notice of the cause of the delay to County as soon as reasonably practicable, but no later than 72 hours, and Contractor avails himself of any available remedies to mitigate the delay.

18. Confidentiality:

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time

during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees. No obligations shall be imposed on Contractor with respect to any information which: (a) at or before the time of disclosure is, or becomes through no act or omission of Contractor, part of the public domain: (b) was known to Contractor from an independent (non-County) source, as shown by independently verifiable written records, to Contractor at or prior to disclosure to Contractor, provided that such knowledge was not gained from third parties through breach of secrecy obligations: (c) is subsequently disclosed to Contractor by a third party having no obligation of confidentiality with respect to the information: or (d) is required to be disclosed pursuant to any governmental, judicial or administrative proceeding, provided that Contractor will take reasonable precautions to notify County of such disclosure prior to the event.

19. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

20. Freight:

Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under Contract. Contractor will also pay shipping charges for the return of equipment to Contractor, provided County has complied with the provisions of Paragraph 27 below ("Return of Equipment").

21. Severability:

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22. Attorney Fees:

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

23. Interpretation:

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and

knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

24. Employee Eligibility Verification:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. Audits/Inspections:

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) one time access during normal working hours with twenty (20) days' advanced written notice to all applicable books, accounts, records, reports, files, financial records, supporting documentation, including if applicable, any payroll and/or accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

26. Contingency of Funds:

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are

not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

27. Return of Equipment:

Return of Equipment: Contractor will accept the return of equipment (or component parts of such equipment) only when accompanied by a Return Authorization Number ("RAI#") issued by an authorized Contractor Service representative prior to return shipment of the equipment by County.

INDEMNIFICATION AND INSURANCE PROVISIONS

1. Indemnification

Contractor shall indemnify and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims ("Claims") arising from the willful misconduct, fraud, violation of law, or negligence of Contractor or anyone directly or indirectly employed by Contractor, including agents, employees, subcontractors, and consultants. Contractor shall have the right to assume the defense of any such claim or action subject to County's right to approve defense counsel (which shall not be unreasonably withheld) and all negotiations for its settlement or compromise, provided, however, that Contractor shall not, without County's consent (which shall not be unreasonably withheld or delayed), agree to any settlement which makes any admission on behalf of County, finds County liable or at fault, imposes a monetary judgment against County, or enjoins County. County shall provide reasonable cooperation to Contractor in the defense, settlement or compromise of any such claims. Contractor shall not have any liability to County under this section to the extent that any Claim is based upon: (i) county's use of the product in combination with equipment or software not supplied hereunder where the alleged infringement would not exist but for such combination; (ii) County's use of the product and/or service in an application or environment for which it was not designed or not contemplated in its product literature; (iii) County's use of other than a current non-infringing release of the product and/or service provided to County by Contractor, or (iv) unauthorized modifications of the product and/or service by anyone other than Contractor.

2. General Insurance Requirements

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below.

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

If any or part of the required insurance is written on a claims-made basis Contractor shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

3. Commercial General Liability

Minimum limits and coverage

\$1,000,000 per occurrence; \$2,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- A. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.
- B. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

4. Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles

Minimum limits and coverage

\$1,000,000 combined Single Limit

Required Coverage Forms

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

5. Workers Compensation

Minimum limits and coverage

Statutory

Required Endorsements

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents, and employees* or provide blanket coverage, which will state *As Required by Written Contract*.

6. Employers Liability Insurance

Minimum limits and coverage

\$1,000,000 per accident or disease

7. Technology Errors & Omissions

\$1,000,000 per claims made

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Waters Xevo TQ Absolute LCMSMS System from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures and continue per Attachment A, Scope of Work, C. Dates and Expectations.

3. Adjustments – Scope of Work:

No adjustments made to the Scope of Work will be authorized without prior written approval of the Parties.

4. Breach of Contract:

The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Terminate Contract immediately, pursuant to the General Terms and Conditions section, Termination paragraph herein;
- b. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- c. Discontinue payment to the Contactor for and during the period in which Contractor is in breach; and

5. Civil Rights:

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

6. Conflict of Interest – Contractor’s Personnel:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor’s officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer’s child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

7. Conflict of Interest – County Personnel:

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

8. Contractor’s Project Manager and Key Personnel:

Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County’s Project Manager, which consent shall not be unreasonably withheld.

Contractor’s Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County’s Project Manager shall have

the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

9. Contractor's Expense:

The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

10. Contractor Personnel – Uniform/Badges/Identification:

Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract. All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

11. Contractor's Records:

Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County.

12. Conditions Affecting Work:

Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.

13. Data – Title To:

All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

14. Disputes – Contract:

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

- a. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
- b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article K herein.

15. Emergency/Declared Disaster Requirements:

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.

16. Error and Omissions:

All reports, files and other documents prepared in conjunction with a Statement of Work hereunder and submitted by Contractor shall be complete as agreed in such Statement of Work and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached

hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions not consistent with the relevant Statement of Work prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

17. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

18. News/Information Release:

Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.

19. Notices:

Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	Waters Technologies Corporation dba Waters Corporation
Attn:	Mark Boggeri
Address:	34 Maple St., Milford, MA 01757
Phone:	310-463-8176
Email:	mark_boggeri@waters.com

County: Sheriff-Coroner/OC Crime Laboratory

Attn:	Merrit Duke
Address:	320 N. Flower St., 5 th Floor
Phone:	(714) 834-4525
Email:	mduke@ocsheriff.gov

Assigned DPA: County of Orange;	
Attn:	Erika Lara, County DPA
Address:	320 N. Flower St., Santa Ana, CA 92701
Phone:	(714) 834-4327
Email:	elara@ocsheriff.gov

20. Precedence:

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

21. Subcontracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

22. Termination – Orderly:

After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted within a commercially reasonable time, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed to the date of the termination consistent with the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

23. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

24. Delivery Location - No Loading Dock

Delivery locations may not have loading docks. Contractor is required to make all necessary arrangement for lift trucks or other means necessary to complete delivery. Inside Delivery to secured facilities may be required.

25. Federal Grant Funds:

The following shall apply to purchases made through the expenditure of Federal Grant Funds by the Orange County Sheriff's Department:

- a. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- b. Energy Policy and Conservation Act Provision: Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

c. Certifications: Federal Grant Funds: Contractor is informed and understands that this Contract is being partially funded by Federal Grant Funds. Contractor agrees to the following in relation to executing this Contract.

- i. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by the grant agency and/or their duly authorized representatives for a period of three (3) years from the termination of this Contract.
- ii. Contractor will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3), as applicable
- iii. Contractor will comply, with all requirements of Sections 103 and 107 of the Contractor Work and Safety Standards Act (40 U.S.C 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable."

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.4, the Contractor shall agree as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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, sexual orientation, gender identity, or national origin. 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 forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with

the Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (B) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) that Contractor shall comply with as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. The Contractor shall also comply with the

Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- (C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (D) Rights to Inventions Made Under a Contract or Agreement. If this Agreement involves a Federal award meeting the definition of “funding agreement” under 37 CFR §401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (E) Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with 2 C.F.R. §200.323, Procurement of recovered materials.
- (F) Contracts for more than the federal Simplified Acquisition Threshold (SAT), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (G) All contracts in excess of the federal Micro-Purchase Threshold (MPT) must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- (H) Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with the provision at Federal Acquisition Regulation (FAR) to implement the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) (Pub. L. No. 115-232 [2018]) Section 889 (b)(1) – Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.

- (l) Contractor shall comply with applicable provisions of Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards of the Code of Federal Regulations,
https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=2fb42dbbec4797fa42d02832e3f524f8&mc=true&n=pt2.1.200&r=PART&ty=HTML%20-%20ap2.1.200_1521.ii.

26. Department and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

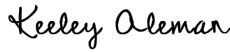
27. Byrd Anti-Lobbying Amendment:

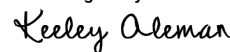
Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—If this Agreement exceeds \$100,000, Contractor must file with the County, the certification required by 31 U.S.C. 1352. Each tier certifies to the tier above that Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor must execute the certification, as provided in Attachment C.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

Waters Technologies Corporation dba Waters Corporation,*

<small>DocuSigned by:</small>			
	Keeley Aleman	SVP General Counsel & Secretary	17-Jan-2025
<small>81027B441986450...</small>			
Signature	Name	Title	Date

<small>DocuSigned by:</small>			
	Keeley Aleman	SVP General Counsel & Secretary	17-Jan-2025
<small>81027B441986450...</small>			
Signature	Name	Title	Date

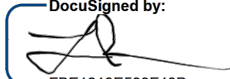
COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Agent	Purchasing
Signature	Name	Title	Date

Approved as to form:

County Counsel

By:  DocuSigned by:
FBE1219E589F48D...
Deputy

Name: Liz Pejeau

Date: 1/17/2025

*If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

ATTACHMENT A**Scope of Work**

1. Contractor shall provide and install one (1) new Xevo TQ Absolute System and one (1) ACQUITY UPCL I-Class PLUS System, with a one (1) year warranty and one (1) year MassLynx software maintenance plan that shall include the following:

A. Equipment

Equipment shall be new and unused and shall include the following:

- I. One (1) Xevo TQ Absolute System (Product # 176850062), including:
 - a. One (1) Xevo TQ Absolute on MassLynx (176005117)
 - b. One (1) MS Ref StdsXEVO TQ-XS w_c (176005184)
 - c. One (1) Dry Vacuum pump (176003946)
 - d. One (1) MassLynx Workstation with TL (176002526)
 - e. One (1) Monitor, 27" (668000419)
- II. One (1) ACQUITY UPCL I-Class PLUS System (CM-A) w/SM-FTN-I (176015111)
- III. One (1) XEVO Tandem Quad System Install Cert. (741000358)
- IV. One (1) Analytical LC-MS Solvent Install Kit (176003950)
- V. One (1) Maint: MassLynx S/W 2nd Yr. (740002549) (effective after expiration of full one year warranty)
- VI. One (1) Nitrogen collision gas install kit (176005120)
- VII. One (1) Power Supply, Uninterruptable 5.2KV (725000473)

B. Installation and Warranty

- I. Contractor shall provide services between the County working hours of 8:00am and 5:00 pm (Pacific Time), Monday through Friday, excluding County holidays:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Native American Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

- II. Contractor shall provide both telephone and on-site support of both equipment hardware and software listed in this Scope of Work during the Coverage Period.
- III. Contractor shall respond to service calls placed by County in a timely manner. If on-site service is required, Contractor shall respond in person in a timely manner. If work conducted by an initial on-site/in-person service call does not resolve or repair the issue, Contractor must re-respond on-site in a timely manner.
- IV. All services shall be provided by a Contractor/factory trained technician.

- V. The County project manager or their designee shall be on-site with the Contractor's service technician at all times.
- VI. Contractor shall provide County electronic or written reports of all service including a detailing of the component/instrument/software serviced, during the Coverage Period.
- VII. During the Coverage Period, Contractor's remote diagnostics service (Connections INSIGHT available) shall be provided to county at no additional charge.
- VIII. Contractor shall unpack, setup, and install all components of the instrument. Contractor shall furnish trained technical staff for this process.
- IX. Contractor shall provide a complete set of hardware, software, and instrument operational manuals in English, and manuals shall be provided no later than the date of installation.
- X. Software shall be the most current version and operational on Windows platform computers.
- XI. Computer operating system must be the latest version of Windows (Windows 7/ 8.x/10 professional version) capable of running the software.
- XII. Contractor shall warrant the system against any and all manufacturing and workmanship defects and provide an all-inclusive warranty for parts and service for one (1) year from the date of operation as determined by the County Project Manager.
- XIII. Warranty shall include all parts, labor, travel, and lodging expenses during the one-year period. No additional financial obligation will be required by the County during warranty.
- XIV. Contractor shall be responsible for the proper functioning of all equipment, including all hardware and software during the warranty period.
- XV. During warranty, Contractor shall provide software updates free of charge. A software update shall be provided free of charge when a hardware upgrade is required; software will be guaranteed to work after upgrade.

C. Dates and Expectations:

- I. Delivery of items I - IV and VI – VII as noted here in Attachment A, Scope of Work, Section A. Equipment, shall be made by June 1, 2025.
- II. Installation of equipment shall be performed by December 31, 2025.
- III. Warranty shall begin immediately after installation.
- IV. Extended warranty as noted in Attachment A, Scope of Work, Section A. Equipment, Item V. shall be effective immediately after expiration of full one year warranty.

2. Delivery and Service Location

Orange County Sheriff-Coroner Department
OC Crime Lab
320 North Flower Street, 8th Floor
Santa Ana, CA 92703

ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation:

This is a firm fixed fee Contract between County and Contractor for the purchase of One (1) Waters Xevo TQ Absolute LCMSMS System as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. Fees and Charges:

County will pay the fees and charges in accordance with the provisions of this Contract. Payment shall be as follows:

Item No.	Product #	Description	Qty	Unit Price	Discount	Net Price
1	176850062	Xevo TQ Absolute System With the following configuration:	1	\$716,345.00	-\$336,682.15	\$379,662.85
	176005117	Xevo TQ Absolute on MassLynx	1			
	176005184	MS Ref StdsEVO TQ-XS w_c	1			
	176003946	Dry Vacuum pump	1			
	176002526	MassLynx Workstation with TL	1			
	668000419	Monitor, 27"	1			
		AQUITY UPLC I-Class PLUS System				
2	176015111	ACQ. I-Class Plus Sys. (CM-A) w/SM-FTN-I	1			
		Installation, Training and Plans				
3	741000358	XEVO Tandem Quad System Install Cert.	1			
4	176003950	Analytical LC-MS Solvent Install Kit	1			
		Extended Warranty				
5	740002549	Maint: MassLynx S/W 2 nd Yr (effective after	1	\$2,510.00	-\$753.00	\$1,757.00

		expiration of full one year warranty)				
6	176005120	Nitrogen collision gas install kit	1			
7	725000473	Power Supply, Uninterruptable 5.2KV	1	\$12,400.00	-\$3,720.00	\$8,680.00
Net Total						\$390,099.85
Estimated Freight						\$8,000.00
Subtotal						\$398,099.85
Estimated Tax						\$36,084.23
Total						\$434,184.08

Contract Shall Not Exceed \$434,184.08

3. Firm Discount and Pricing Structure:

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

4. Contractor's Expense:

Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

5. Payment Terms:

Invoice for Line Item 5 - 740002549 Extended Warranty is to be submitted in advance. Invoices for Line Items 1 and 7 are to be submitted in arrears. All invoices shall be submitted the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements. In the event Contractor is terminated for any reason, County shall immediately receive one/twelfth (1/12) of the prepaid year maintenance MassLynx S/W contract (Line Item 5 – 740002549) for each month or portion thereof remaining for the applicable contract year as listed in this Contract.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

6. Taxpayer ID Number:

Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.

7. Payment – Invoicing Instructions:

Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from "A" above
- c. Contractor's Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/Service address
- f. CT-060-25010450
- g. Agency/Department's Account Number
- h. Date of order
- i. Product/Service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/Delivery Charges, if applicable
- l. Total

Invoices and support documentation are to be forwarded to:

Orange County Sheriff's Department/OC Crime Lab
Attn: Merrit Duke
320 N. Flower St., 5th Floor
Santa Ana, CA 92703
Email: occlpurchasing@ocsheriff.gov

8. Payment (Electronic Funds Transfer (EFT)):

County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT C

CERTIFICATION REGARDING ANTI-LOBBYING

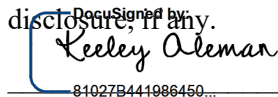
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Waters Technologies Corporation dba Waters Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

 81027B441986450...

Signature of Contractor's Authorized Official

Keeley Aleman SVP General Counsel & Secretary

Name and Title of Contractor's Authorized Official

Date 17-Jan-2025