



CONTRACT NO. MA-042-22010826

FOR

**LABORATORY EQUIPMENT MAINTENANCE
AND LABORATORY SUPPLIES**

BETWEEN

**COUNTY OF ORANGE
(HEALTH CARE AGENCY)**

AND

LIFE TECHNOLOGIES CORPORATION

CONTRACT NO. MA-042-22010826
FOR
LABORATORY EQUIPMENT MAINTENANCE AND LABORATORY SUPPLIES

This Contract Number MA-042-22010826 ("Contract"), is effective as of 14th day of May, 2022 ("Effective Date") between **Life Technologies Corporation** ("Contractor"), with a place of business at 5781 Van Allen Way, Carlsbad CA 92008, and County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency with a place of business at 200 W. Santa Ana Blvd., Suite 650, Santa Ana, CA 92701-7506. Contractor and County may sometimes be referred to hereinafter individually 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 – Compensation and Pricing Provisions
Attachment C - Pricing

WHEREAS, Contractor and County are entering into this Contract for Laboratory Equipment Maintenance and Laboratory Supplies under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Laboratory Equipment Maintenance and Laboratory Supplies to County as further set forth in Attachment A, Scope of Work; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Attachment B, Compensation and Pricing Provisions; and

WHEREAS, County of Orange Board of Supervisors has authorized the County Procurement Officer or designee to enter into a contract with Contractor for obtaining said services; and

NOW, THEREFORE, the Parties, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

- A. **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.
- B. **Entire Contract:** This Contract, including Attachment A – Scope of Work and Attachment B – Payment/Compensation, which have been incorporated, when accepted by both Parties in writing, 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 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, except by installers of software that relates to the functional and/or application software required by a product to meet the County's requirements, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **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 County unless authorized by County in writing.
- D. **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 the Contractor.
- E. **Delivery:** Contractor provides services Monday through Friday, 8:00 a.m. through 5:00 p.m. Contractor will work with the County to schedule services at a time that is mutually convenient and the Contractor shall use commercially reasonable efforts to comply with County's requested time of delivery of goods or services. Should any delay be anticipated, the Contractor will notify the County as soon as possible. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to manufacturer's specifications, drawings, samples or descriptions or services that do not conform to Attachment A – Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted by County as set forth below in Section F [Acceptance / Payment].

F. **Acceptance / Payment:** Unless otherwise agreed to in writing by County and Contractor:

1) acceptance of the laboratory instrument services to be performed by Contractor shall be deemed complete when Contractor performs services in accordance with the generally accepted standards prevailing in the instrument service industry. Upon acceptance, the County will not lose any warranty rights, and 2) payment shall be made as set forth in Attachment B – Payment/Compensation.

G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are 1) free of liens or encumbrances and that Contractor will comply with any applicable state or federal codes, ordinances, orders, or statutes which may relate to Contractor’s activities under this Contract, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act, 2) will conform to Attachment A – Scope of Work, and 3) are provided with Contractor’s standard limited warranty for instrument services, which reads in its entirety as follows:

As used in this Section:

- “we” “us” or “our” refers to Contractor, and “you” and “your” refers to the County.
- “Instrument Services” refers to the Contractor’s laboratory instruments services provided under this Contract.

Limited Warranty for Instrument Services.

1. Limited Warranty: We warrant that the Instrument Services we provide to you will be in accordance with the generally accepted standards prevailing in the Instrument Service industry. You must make any claim for breach of this warranty within 90 days of the date the Instrument Services were performed and prior to any unauthorized repair, change, or modification has been made to any part of the instrument.
2. Exclusions: Our warranties do not apply to (i) your neglect, carelessness, or misuse, such as but not limited to, connecting the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, using incompatible solvents or samples with the instrument, operating the instrument not in conformance with our instructions or specifications, or your improper or inadequate maintenance of the instrument; (ii) installation of software or use in combination with software or products that we did not supply or authorize; (iii) modification, repair, service transfer to another location of the instrument that you or your employees, agents or an unauthorized contractor made; (iv) intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with instrument or software that detrimentally affects normal operations; from acts of nature or accident; or (v) any defects or damage that we did not cause. ADDITIONALLY, ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN US WITHOUT OUR PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS WE HAVE NOT SUPPLIED, WILL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THESE INSTRUMENT SERVICES AND THE

AFFECTED PRODUCTS.

3. **Remedies:** During the applicable warranty period only, for services not meeting our warranty, we agree, at our option to: (i) re-perform the defective Instrument Services, or (ii) refund to you the fee you paid to us for the defective Instrument Services, if applicable. This section states our entire liability for a valid warranty claim under this Contract.

4. **Limitations:** OUR WARRANTIES EXTEND ONLY TO YOU, THE ORIGINAL PURCHASER, AND YOU CANNOT TRANSFER THEM. WITH RESPECT TO INSTRUMENT SERVICES, EXCEPT AS EXPRESSLY STATED, WE DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

- H. **Patent/Copyright Materials/Proprietary Infringement Indemnification:** Contractor will defend and indemnify County against infringement damages finally awarded in any legal action brought by a third party against County to the extent that the action is based on a claim that Contractor's manufacture and sale of a good infringes any patent, copyright, trademark or other intellectual property right of such third party if Contractor had actual knowledge of such intellectual property right and the actual infringement at the time of delivery of the good to County. This infringement indemnity does not apply to claims that arose based on (a) County's failure to comply with the Contract, (b) County's failure to acquire any applicable Additional Rights (as defined below in section FF), (c) goods that Contractor made, assembled or labeled in reliance upon County's instructions, specifications, or other directions, (d) County's use or resale of goods, (e) modifications made by County or any third party; or (f) goods originating from third parties.

Additionally, Contractor's infringement related indemnity obligations will be extinguished if Contractor, at Contractor's option and expense, either: (a) secures for County the right to continue using the good; (b) substitutes the good with another suitable good with similar functionality; or (c) in the event the good is a laboratory instrument and (a) and (b) are not practical, refund to County the amortized amounts County paid for the infringing good, based on a 5-year amortization schedule.

THIS INDEMNITY IS CONTRACTOR'S ONLY LIABILITY TO COUNTY, AND COUNTY'S ONLY REMEDY, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS BY OR IN CONNECTION WITH ANY GOOD.

- I. **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 Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the

express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. **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.
- K. **Termination:** In addition to any other remedies or rights the Parties may have by law:
1. County or Contractor have the right to immediately terminate this Contract without penalty for cause if a Party materially breaches a term or condition of this Contract and fails to cure such breach within thirty (30) days after written notice of breach is received or after 30 days' written notice without cause. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of a Party.
 2. Contractor may immediately terminate this Contract if the instrument covered by the Contract is transferred to another location without the Contractor's advance written consent, or the Parties may mutually agree to adjust the cost of providing the services at the new location provided the County agrees in writing to pay the new rate which may be higher. Any such adjustments shall be in accordance with Section 3 [Adjustments – Scope of Work] of the Additional Terms and Conditions of this Contract.

Exercise by County of its right to terminate the Contract shall relieve County of all further obligation with the following exception: Payment shall be made by County to Contractor if any payments to Contractor are due pursuant to below Section 22 [Termination – Orderly].

- L. **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.
- M. **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.
- N. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work in accordance with generally accepted industry standards. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other

goods/services furnished by the 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 applicable 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. Notwithstanding the foregoing, the Parties agree that Contractor makes no representation that the instrument services that Contractor provides to the County will meet or satisfy standards of any governmental body. County agrees that it is County's responsibility to ensure that such services are adequate to meet County's regulation or certification requirements.

- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase 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, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall 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.

Any self-insured retentions (SIRs) shall be the responsibility of Contractor. All self-insured retentions-(SIRs) shall be clearly stated on the Certificate of Insurance.

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**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

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

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.

Required Endorsements

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

- 1) 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, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

- 2) A primary non-contributing 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 of Orange shall be excess and non-contributing.

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**.

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for 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.

If Contractor's Technology Errors & Omissions is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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).

Insurance certificates should be forwarded to the agency/department address listed in this Contract.

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, then County may terminate the Contract.

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, which shall be mutually agreed upon. 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 deposit copies of acceptable Certificates of Insurance and endorsements with 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.

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

Q. **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 the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them in accordance with generally accepted industry standards.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise 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 the Contract, 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 or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The 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 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.

R. **Force Majeure:** Contractor shall not be liable for damages caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County as soon as commercially reasonable from the time Contractor becomes aware of such delay.

- S. **Confidentiality:** Each Party agrees to maintain the confidentiality of the other Party's 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 the receiving party and the receiving party's staff, agents and employees. Such obligation shall not apply to information that is (a) in the public domain at the time of its disclosure through no fault of the receiving party; (b) was lawfully in the receiving party's possession prior to its receipt from disclosing party, or (c) becomes known to the receiving party from a third party, who is not subject to an obligation of confidentiality towards the other disclosing party. In case a party is required to disclose confidential information by virtue of a court order or statutory duty, then the party shall be allowed to do so, provided that the party shall, without delay, inform the other party in writing of receipt of such order or coming into existence of such duty and enable the other party reasonably to seek protection against such order or duty.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all applicable industry standards, laws, statutes, π and regulations (collectively "laws"), including 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 paragraph "Z" below, 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.
- U. **Freight:** Contractor will ship goods to the County's United States destination specified in the County's orders as FOB Destination. Contractor assumes full responsibility for all transportation costs, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all goods deemed necessary under this Contract. Title to goods will pass to County (except software incorporated within or forming part of a goods, which Contractor or Contractor's licensors continue to own) when Contractor delivers goods to the County's United States destination.
- V. **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.
- W. **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.
- X. **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.

- Y. **Employee Eligibility Verification:** The 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. The 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the 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.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County (such approval not to be unreasonably delayed or withheld), 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 third party claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, to the extent arising from or related to the negligence or willful misconduct of the Contractor and its agents, employees or subcontractors in the performance of this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and 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 the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection. For inspections taking place on the Contractor's premises, the County shall first be required to sign an appropriate, mutually agreed confidentiality agreement for such inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

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. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

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

BB. 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.

CC. Expenditure Limit: Intentionally Left Blank

DD. Software:

1. Definitions: With respect to any software products incorporated in or forming a part of Contractor's goods, County understands and agrees that Contractor is licensing such software products and not selling them, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "County" is understood and agreed to mean "licensee". Contractor, or Contractor's licensor, as applicable, shall retain all rights and interest in software products Contractor provides to County.
2. License: Contractor hereby grants to County a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software Contractor provides County under this Contract solely for County's own internal business purposes on the goods Contractor provides County hereunder, and to use the related documentation solely for County's own internal business purposes. This license terminates when County's lawful possession of the goods provided hereunder ceases, unless earlier terminated as provided in this Contract.
3. Restrictions: County agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. County may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Contractor's prior written consent. Contractor will be entitled to terminate this license if County fails to comply with any term or condition herein.

4. Return of Software and Documentation: County agrees, upon termination of this license, immediately to return to Contractor all software products and related documentation provided hereunder and all copies and portions thereof.
5. Third Party Software: The warranty and indemnification provisions set forth in this Contract will not apply to third party owned software products Contractor provides to County.
- EE. **Limitation of Liability**: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE) THAT COUNTY MIGHT INCUR UNDER THE CONTRACT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH CONTRACTOR'S GOODS OR SERVICES, EVEN IF CONTRACTOR HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS IN SECTIONS H AND Z, CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, OR ANY GOOD OR SERVICE, IS LIMITED TO FOUR (4) TIMES THE AMOUNT COUNTY PAID TO CONTRACTOR FOR THE GOOD OR SERVICE PURCHASED. HOWEVER, THESE PROVISIONS DO NOT LIMIT CONTRACTOR'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY CONTRACTOR'S NEGLIGENCE OR FRAUD, FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY LAW.
- FF. **Intellectual Property**: County acknowledges that all intellectual property rights relating to Contractor's goods and services, as between County and Contractor, are solely and exclusively owned by Contractor. Contractor's sale of goods to County only grants the County a limited, non-transferable right under such intellectual property, for only County to use the quantity of the goods that County has bought from Contractor only for County's internal research purposes. No right to resell Contractor's goods or any of their components is conveyed expressly, by implication, or by estoppel. Unless Contractor expressly states otherwise in writing, Contractor provides no rights to use its goods in commercial applications of any kind, including, without limitation, manufacturing, quality control or commercial services such as reporting the results of County's activities for a fee or other form of consideration. If County needs commercial use rights to Contractor's goods (including the right to perform fee for services), please contact Contractor's out-licensing department at outlicensing@lifetech.com. To the extent that County's use of Contractor's goods is outside the scope of the Contract, it is solely County's responsibility to acquire additional intellectual property rights related to such use ("Additional Rights"). Nothing in the Contract limits Contractor's ability to enforce Contractor's intellectual property rights.
- GG. **Product Use and Restrictions**: County must use Contractor's products in accordance with Contractor's instructions. County is solely responsible for making sure that the way

County uses Contractor's products complies with applicable laws, regulations and governmental policies. County must obtain all necessary approvals and permissions County may need. It is solely County's responsibility to make sure the products are suitable for County's particular use.

Some of Contractor's goods and services are subject to software licenses, limited use label licenses or other written contract terms that the County will not find here ("Supplementary Terms"). The County can find Supplementary Terms in Contractor's quotation to County, on Contractor's website, and in literature that accompanies the good or service. The County may also obtain copies from Contractor's Customer Services at 1-800-955-6288.

HH. **Export Control:** Goods and information that the County receives from Contractor are subject to United States, European Union and local export control laws and regulations. The County may not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any such product or information (including products derived from or based on Contractor's products or information) to any destination, entity, or person prohibited by United States, European Union or local laws or regulations.

II. **Decontamination and Safe Working Environment:** Before Contractor performs services on the County's instrument, the County will fully decontaminate the instrument or its components of radioactive, biological, toxic or other dangerous materials before Contractor performs services on the County's instrument. If Contractor requests, the County will submit to Contractor an accurate and completed certificate of decontamination substantially similar in form and content to the form found on <https://www.thermofisher.com/us/en/home/technical-resources/instrument-support/decontaminationform.html> (ThermoFisher Scientific Certificate of Instrument Decontamination).

If Contractor reasonably requests, the County will agree to move the instrument to another location that Contractor reasonably deems is safe for Contractor's employees to perform the instrument services.

Contractor does not service instruments in biosafety level-3 laboratories, unless Contractor agrees otherwise in writing in advance. There may be an additional charge and additional terms for services in such facilities. Contractor does not service instruments in biosafety level-4 laboratories.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which Contractor shall provide the goods and services to County, 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 on May 14, 2022, through and including July 31, 2025, renewal for two (2) additional one-year periods. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent and prior written approval of the Contractor in the form of an amendment to this Contract.
4. **Breach of Contract:** The failure of the 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 the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and thirty (30) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
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:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The 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 the County.

7. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The 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 the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right, in a reasonable manner, to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by 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. 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.

9. **Contractor Personnel – Reference and Background Checks:** The Contractor certifies that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks. Contractor represents that, at the time of hire, Contractor conducts reference and background checks to verify a prospective new hire has not been convicted of a criminal offense and is not currently listed by a federal agency as debarred, excluded, or ineligible to participate in federally funded programs.
10. **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.
11. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor certifies 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 the Contractor and must be worn 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.

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

13. **Conditions Affecting Work:** The 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 the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The 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 the County are expressly stated in the Contract.

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

15. **Disputes – Contract:**
 - A. 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, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 1. 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 the County, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the 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 the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

16. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace;
 2. The organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.

- C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
1. Will receive a copy of the company's drug-free policy statement; and
 2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- D. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:
1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
17. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the 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 the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the 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 the Contractor shall show both the emergency purchase order number and the Contract number.
18. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete 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 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.

19. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

20. **News/Information Release:** The 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 the County through the County's Project Manager.
21. **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) and County Project Manager (CPM), as set forth below, 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 a) actual in-person delivery, if delivery is by direct hand, b) 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, or c) by nationally recognized overnight courier service, with proof of delivery, to the address specified below. 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.

For Contractor: Name: Life Technologies Corporation
 Attention: Bids & Contracts Department
 Address: 5781 Van Allen Way
 Carlsbad, CA 92008
 Telephone: (760) 476-6326
 E-mail: Bids.ContractServices@lifetech.com

CC to Contractor: Name: Life Technologies Corporation
 Attention: VP & General Counsel
 Address: 5781 Van Allen Way
 Carlsbad, CA 92008

For County: Name: County of Orange
 Procurement and Contract Services
 Attention: Roland Tabangin
 Address: 200 W Santa Ana Blvd., Suite 650
 Santa Ana, CA 92701
 Telephone: (714) 834-3151
 Facsimile: (714) 834-2657
 E-mail: rtabangin@ochca.com

CC: Name: County of Orange
 Public Laboratory
 Attention: Allison Hartndrop
 Address: 1729 W 17TH St. Reception
 Santa Ana, CA 92706
 Telephone: (714) 834-8245
 E-mail: ahartendorp@ochca.com

22. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the 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.
23. **Termination – Orderly:** After receipt of a termination notice from the County of Orange or upon issuing a notice of termination to the County, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, 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 the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all goods delivered or services actually performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the 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 the Contract.

24. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

25. **Usage Report: Intentionally Left Blank.**

26. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

27. **Signature In Counterparts:** The Parties agree that separate copies of this Contract may be signed by each of the Parties, and this Contract will have the same force and effect as if the original had been signed by all the Parties.

28. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.

- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
- b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).

- c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
29. **Debarment:** Contractor certifies that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. County has the right to terminate this Contract if Contractor is or becomes subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.
30. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
31. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
32. **Parking for Delivery Services:** County shall not provide free parking for delivery services.

Signature page follows

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-22010826 the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

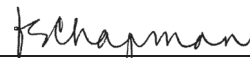
Contractor: Life Technologies Corporation

Gigi S. Chapman

Print Name

Contracts Specialist

Title


Signature

March 24, 2022

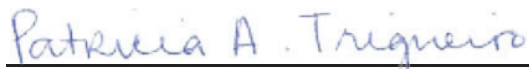
Date

Patricia A. Trigueiro

Print Name

Manager, Contracts

Title


Signature

March 24, 2022

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Deputy Purchasing Agent

Print Name

Title

Signature

Date

APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

Brittany McLean

Digitally signed by Brittany McLean
DN: cn=Brittany McLean, o, ou,
email=brittany.mclean@coco.ocgov.com, c=US
Date: 2022.03.24 11:41:41 -0700

Signature

Date

ATTACHMENT A
SCOPE OF WORK

CONTRACTOR RESPONSIBILITIES:**A. Service Warranty**

1. Comprehensive coverage to provide full service support for instruments, including service and preventative maintenance.
2. For preventative maintenance and instrument re-calibration, see schedule below:

Line #	Serial #	Term	Equipment Description	Coverage
1	275030916	8/31/22 – 7/31/25	7500Fast DX Service	AB Assurance, 20Q, 1 PM
2	275030338	8/31/22 - 7/31/25	7500Fast DX Service	AB Assurance, 20Q, 1 PM
3	275030243	8/31/22 - 7/31/25	7500Fast DX Service	AB Assurance, 20Q, 1 PM
4	26102-060	8/31/22 - 7/31/25	3500 Genetic Analyzer	AB Assurance, 1 PM
5	275016681	8/31/22 - 7/31/25	7500 Fast Real Time PCR System	AB Assurance, 1 PM
6	272009649	8/31/22 - 7/31/25	StepOnePlus Real Time PCR System	AB RC Support Plus additional PM Visit
7	287880812	5/14/22 – 7/31/25	Quantstudio DX	AB Assurance, 10Q, 1 PM
8	287880811	5/14/22 – 7/31/25	Quantstudio DX	AB Assurance, 10Q, 1 PM
9	287880805	5/14/22 – 7/31/25	Quantstudio DX	AB Assurance, 10Q, 1 PM

3. Scheduled preventative maintenance shall include cleaning, inspecting adjustment and calibration to published factory specifications. Minor problems shall be corrected to prevent catastrophic failures that jeopardize valuable samples and lab productivity.
4. Replacement parts shall be provided by the Vendor and no additional charge; any additional charges shall be preauthorized before being replaced.
5. Labor, travel, equipment, testing equipment, tools, travel time, and travel mileage shall be included.
6. Emergency calls need a response within 24 hours to 1 business day of initial contact. Contractor does not need to schedule a visit, but needs to speak with someone in the Laboratory within 24 hours to 1 business day . At that time the Lab may set up an appointment with Contractor to come out for emergency service as part of the service included in the agreement with no additional charge for on-site labor, travel time, or travel expenses during the business hours of 8 a.m. to 5 p.m. Monday through Friday.
7. Warranty shall include all parts and materials used for service/repair.
8. Any service performed shall have warranty of 30 days.
9. Service required Monday through Friday between normal business hours of 8 a.m. to 5 p.m.
10. Services required on Service Contract are as follows but not limited to basic service, repair, preventative maintenance, testing, and updates.
11. Require telephone technical support Monday through Friday between 8am and 5pm.

B. Consumables

1. Contractor shall deliver the items listed and requested to the following

locations: OC Public Health Laboratory (OCPHL)
1729 W. 17th Street, Bldg. D
Santa Ana, CA 92706

OC Health Care Agency Public Health Water Quality Laboratory (OCPH-WQL)
600 Shellmaker Rd., Bldg. A
Newport Beach, CA 92660
(Gated Facility, requires code gate key access)

2. County may order miscellaneous items/supplies (not on, but substantially similar to items/supplies in, provided attachment) against the Contract, up to a not to exceed amount of \$1,000/unit.
3. Discount for Miscellaneous items shall be 1-30% off catalog price.
4. Contractor will use commercially reasonable efforts to deliver the items listed/requested within five (5) to ten (10) days of placing the order.
5. Contractor shall use commercially reasonable efforts to provide notification to the department for items placed on backorder as soon as the information is known and no more than two (2) weeks from time and date of order.
6. Contractor shall have the ability to establish "standing orders" for any or all portions of supply items listed. Standing orders are items and quantities from the list that County would pre-identify and Contractor would deliver to OCPHL or OCPHL-WQL at an agreed upon time of the month.

Note: County reserves right to reduce quantity or cancel order for items not already in transit.

No material adjustments made to the Scope of Work will be authorized without prior written approval of the County. Non-material adjustments may be made with the written approval of the County assigned Deputy Purchasing Agent.

ATTACHMENT B

COMPENSATION AND PRICING PROVISIONS

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$700,000 for the Term of Contract.

The 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 the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

See Attachment C-Pricing

3. **Price Increase/Decreases:** For post-warranty instrument service (see Attachment C, # A), no price increases will be permitted during the term of this Contract. No retroactive price adjustments will be considered. For consumables, the pricing in Attachment C, #B is valid through December 31, 2022 only. Contractor will provide the County with updated pricing at the beginning of every calendar year during the term of the Contract.
4. **Firm Discount and Pricing Structure:** For post-warranty instrument service only, contractor agrees that no price increases shall be passed along to the County during the initial term of this Contract not otherwise specified and provided for within this Contract (GSC1).
5. **Contractor's Expense:** The 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.
6. **Payment Terms:** For instrument services, invoices are to be submitted annually in advance to the user agency/department on the ship-to-address, unless otherwise directed in this Contract. For product, invoices are to be submitted to County as provided in Section 8 below titled Payment – Invoicing Instructions. Payment of invoices will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to County and verified and approved by the department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor. For the avoidance of doubt, “acceptable invoice” shall mean an invoice that meets the requirements of Section 8 below titled Payment – Invoicing Instructions and contains accurate information.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County does not preclude the right of County from thereafter disputing the goods/services billed as permitted under this Contract and shall not be construed as acceptance of the goods/services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** Contractor must provide an invoice on Contractor's letterhead for goods and/or services ordered by County. In the case of goods, Contractor must leave an invoice with each shipment. Each invoice must have a unique number and must include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Department
 - e. Delivery/service address
 - f. Master Agreement (MA)/Contract or Purchase Order (PO) number
 - g. Department's Account Number, if applicable
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

Invoice and support documentation are to be emailed to HCAAP@ochca.com or forwarded to:

Orange County Health Care Agency
Accounts Payable
PO Box 689
Santa Ana, CA 92702

9. **Payment (Electronic Funds Transfer)**
County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.

ATTACHMENT C

Pricing

A. Service Warranty

Line #	Serial #	Term	Equipment Description	Coverage	Price
1	275030916	8/31/22 – 7/31/25	7500Fast DX Service	AB Assurance, 20Q, 1 PM	\$30,833.64
2	275030338	8/31/22 - 7/31/25	7500Fast DX Service	AB Assurance, 20Q, 1 PM	\$30,833.64
3	275030243	8/31/22 - 7/31/25	7500Fast DX Service	AB Assurance, 20Q, 1 PM	\$30,833.64
4	26102-060	8/31/22 - 7/31/25	3500 Genetic Analyzer	AB Assurance, 1 PM	\$33,718.55
5	275016681	8/31/22 - 7/31/25	7500 Fast Real Time PCR System	AB Assurance, 1 PM	\$20,143.55
6	272009649	8/31/22 - 7/31/25	StepOnePlus Real Time PCR System	AB RC Support Plus additional PM Visit	\$18,902.70
7	287880812	5/14/22 – 7/31/25	Quantstudio DX	AB Assurance, 10Q, 1 PM	\$31,923.94
8	287880811	5/14/22 – 7/31/25	Quantstudio DX	AB Assurance, 10Q, 1 PM	\$31,923.94
9	287880805	5/14/22 – 7/31/25	Quantstudio DX	AB Assurance, 10Q, 1 PM	\$31,923.94

B. Consumables (PA # F306772)

Line#	CC*	SKU # / PPL	DESCRIPTION	MINIMUM QUANTITY	PRICE OR % DISCOUNT	
						UNIT PRICE
1		4346906	FG,MICROPLATE, LHS 96 WELL, BARCODE	1		\$104.82
2		Q32854	QUBIT DSDNA HS ASSAY KIT, 500 1 KIT	1		\$316.96
3		4404685	CAPILLARY ARRAY 8-CAP 50CM RUO EACH	1		\$1,557.46
4		4323032	FG,OPTICAL CAP (8 CAPS/STRIPS) EACH	1		\$128.13
5	D	4336791	BDT V1.1 SEQ STD KIT EACH	1		\$307.99
6		AM10027	MAGNETIC STAND-96 1 STAND EACH	1		\$409.40
7	D	402824	BUFFER (10X) WITH EDTA 25 ML	1		\$130.08
8	D	4408256	CATHODE BFR CONTAINR 3500 SER EACH	1		\$179.52
9		71002	DYNABEADS ANTI-SALMONELLA 5 ML	1		\$526.08
10		4377669	VERIFLEX 9 CHL 96W TEMP VERIF 0.2 ML	1		\$6,827.28
11	D	4347481	MICROSEQ D2 RDNA FUNGAL SEQ KIT	1		\$645.03
12	D	78201.1.ML	EXOSAP-IT 500 REACTIONS EA	1		\$445.28
13		71013	DYNABEADS EPEC/VTEC O26 2 ML	1		\$360.96
14	D	4311320	HI-DI FORMAMIDE BOTTLE 25 ML	1		\$44.83

15	D	4345833	DS-33 (DYE SET G5) MATRIX STD KIT	1		\$179.32
16		4315932	SEPTA STRIP,BUFFER TRAY EACH	1		\$255.08

17	D	4330397	DS-33 GENESCAN INSTALLATION KIT	1		\$451.48
18	D	4393708	POP-7 (384)POLYMER 3500 SERIES EACH	1		\$229.67
19	D	4363785	3130 POP-7 3.5 ML	1		\$238.94
20		Q32856	QUBIT ASSAY TUBES *SET OF 500* 1 SET	1		\$91.66
21	D	25530049	PROTEINASE K SOL. RNA 5 ML (100 MG)	1		\$164.49
22	D	4396838	TAQMAN ENVIRONMENTAL MASTER MIX 2.0	1		\$484.72
23	D	4316034	TAQMAN MGB PROBE 6,000 PMOLES EACH	1		\$275.79
24	D	450025	TAQMAN TAMRA PROBE 6K PMOLES EACH	1		\$296.05
25	D	4370489	FAST MICROSEQ 500 PCR KIT EACH	1		\$800.62
26	D	11732088	SSIII 1-STEP QRT-PCR 500 500 RXN	1		\$1,908.89
27		A10714	DYNABEADS MAX E.COLI O157-1ML 1 ML	1		\$307.20
28	D	4393927	ANODE BFFR CONTAINR 3500SERIES EACH	1		\$134.65
29	D	4336974	3100/3130 BDT V3.1 MTX STDS KIT	1		\$137.71
30		4318930	PREPMAN ULTRA EACH	1		\$146.37
31		4346907	96-WELL FAST THERMAL CYCLING PLATES, 10	1		\$47.54
32		15575020	EDTA BUFFER, PH 8, 0.5M 4 X 100ML	1		\$81.24
33		4337450	BDT V1.1 RR-100 & SEQ BUFFER EACH	1		\$1,280.82
34		N8010535	MICROAMP CAPS, 8 CAPS/STRIP EACH	1		\$104.42
35		71007	DYNABEADS EPEC/VTEC O145 2 ML	1		\$360.96
36	D	4346480	MICROSEQ 500 16S RDNA SEQ KIT EACH	1		\$481.13
37	D	4393718	CONDITIONING REAGNT 3500SERIES EACH	1		\$32.22
38		71011	DYNABEADS EPEC/VTEC O103 2 ML	1		\$357.12
39		15951	KINGFISHER ML TUBES AND TIPS DY	1		\$393.30
40	H6	4375786	VERITI 96W THERMAL CYCLER 0.2 ML	1		\$6,034.05
41	D	4345827	DS-30 (DYE SET D) MATRIX STD KIT	1		\$180.44
42		4337455	BDT V3.1 RR-100 & SEQ BUFFER EACH	1		\$1,254.24
43	D	4336935	BDT V3.1 SEQ STD KIT EACH	1		\$306.60

44		N8010560	MICROAMP 96-WELL RXN PLATE - EA NO BARCODE	1		\$70.17
45	D	N8080119	RNASE INHIBITOR, 20 UNITS/UL, 100 RXN	1		\$95.98
46	D	4382397	FAST MICROSEQ FUNGAL PCR KIT EACH	1		\$677.25
47	D	4336824	3100/3130 BDT V1.1 MTX STDS KIT	1		\$137.12
48	F7	Q33216	QUBIT 3.0 FLUOROMETER EACH	1		\$2,746.64
49	D	4404312	SEQNCING STD V3.1 3500 SERIES EACH	1		\$323.73
50	D	4404314	SEQNCING STD V1.1 3500 SERIES EACH	1		\$312.46

51	D	4328895	FG,7000 SPECTRAL DYE CALIB KIT EACH	1		\$1,145.84
52	D	4304971	SEQUENCE DETECTION PRIMER 80K PMOLE	1		\$44.66
53		4360954	OPTICAL ADHESIVE COVERS 25 PCS/PACK	1		\$83.71
54		71004	DYNABEADS ANTI-E.COLI O157 5 X 1 ML	1		\$681.60
55	D	10966034	PLATINUM TAQ DNA POLYMERASE 600 REACTIONS #Y02028 #95514	1		\$500.85
56		4403874	MICROSEQLISTERIA MONO DET KIT EACH	1		\$985.52
57		Q32852	QUBIT RNA ASSAY KIT, 100 1 KIT	1		\$107.16
58		71009	DYNABEADS EPEC/VTEC O111 2 ML	1		\$358.08
59	D	4304437	TAQMAN UNIV MMIX 5ML EACH	1		\$544.64
60		4333466	CAPILLARY ARRAY 4 x 50 CM	1		\$1,027.90
61	H6	4375305	VERITI FAST 96W THERMAL CYCLER 0.1 ML	1		\$6,092.71
62	H6	A48141	VERITIPRO 96W THERMAL CYCLER 1 EACH Effective from 01/26/2022 through 12/31/2022	1		\$7,123.20
63	F7	Q33327	QUBIT FLEX INSTRUMENT BOX Effective from 02/01/2022 through 12/31/2022	1		\$5,376.00

* Items flagged with H or D require special handling and may be subject to an additional charge

C. Miscellaneous Clause:

Service: In the event that emergency repair of instrument/equipment is required, Project Manager or Authorized Designee may approve services with a not exceed amount of \$3,500 per repair

Consumables/Supply not include on the list are authorized to be purchased under this contract upon approval of Project Manager or Authorized Designee with a not to exceed amount of \$1,500 per item.