

AMENDMENT NUMBER ~~ONE~~TWO
TO
CONTRACT MA-060-20010412
BETWEEN THE
COUNTY OF ORANGE
AND
AB Sciex, LLC

This AMENDMENT NUMBER ~~ONE~~TWO to Contract Number MA-060-20010412 (hereinafter "AMENDMENT NUMBER ~~ONE~~TWO") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and AB Sciex, LLC, (hereinafter referred to as "CONTRACTOR") with a place of business at 1201 Radio Rd., Redwood City, CA 94065 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for QTOF Sciex Instrument Service and Maintenance on June 19, 2020, for a two (2) year term of June 19, 2020 through and including June 18, 2022, in an amount not to exceed \$72,430.10 renewable for three (3) additional one (1) year terms (hereinafter "ORIGINAL CONTRACT");

WHEREAS COUNTY desires to amend the ORIGINAL CONTRACT term end date from June 19, 2022 to July 18, 2022 to co-term with the service and maintenance dates; and

WHEREAS, COUNTY ~~desires to~~ and CONTRACTOR renewed the ORIGINAL CONTRACT on July 11, 2022 for a one (1) year term of July 19, 2022 through and including July 18, 2023, in an amount not to exceed \$40,953.05; as well as update Section 21 - Notices and Attachment A, Scope of Work, Section II, to update Service Location; ~~and the CONTRACTOR has agreed to provide those services at the rates set forth in this~~ (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of July 19, 2023 through and including July 18, 2024, in an amount not to exceed \$43,410.23; as well as revise Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges in its entirety and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER TWO;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Additional Terms and Conditions, Section 2 - Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:
 2. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue in effect from 6/19/20 through and including 7/18/23~~4~~, unless otherwise terminated by COUNTY.

- b. Additional Terms and Conditions, Section 3 - Renewals, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

3. Renewal Terms: This Contract may be renewed by mutual written agreement of both Parties for ~~two~~ ~~one~~ (2) additional one (1) year terms. 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.

- ~~e. Additional Terms and Conditions, Section 21 - Notices, of the ORIGINAL CONTRACT is amended to read in part as follows:~~

~~County Of Orange
Sheriff-Coroner Department/Crime Lab
320 N. Flower St.
Santa Ana, CA 92703
Attn: Ana Sanabria
Ph: 714 834 6328~~

- ~~d. Attachment A, Scope of Work, Section II - Service Location, of the ORIGINAL CONTRACT is amended to read in part as follows:~~

~~County of Orange Sheriff-Coroner
Crime Lab Department
320 N. Flower St.
Santa Ana, CA 92703
Attn: Ana Sanabria
Ph: 714 834 6328~~

- c. Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges, of the ORIGINAL CONTRACT is amended in part as follows:

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

Item No.	Description/Service Plan/Model Type	Serial No.	Cost
001	Assurance Plan 1PM – X500R	CB20451604	\$ 30,333.17 32,153.16
002	1PM Assurance Plan for LC Devices – Model Shimadzu XR System	L20435453512, L20435453513, L20235356370, L20705366381, L20215452648, L20455451024	\$ 7,745.88 8,210.63
003	Software Plus Plan – X500R	CB20451604	\$ 2,874.00 3,046.44
TOTAL			\$ 40,953.05 43,410.23

Contract shall not exceed \$ ~~40,953.05~~ 43,410.23 for the contract term July 19, 2022 through and including July 18, 2023.

~~a. Attachment B, Compensation and Pricing Provisions, Section 7 Payment Invoicing Instructions, of the ORIGINAL CONTRACT is amended in part as follows:~~

~~Invoicing and support documentation is to be forwarded to:~~

~~Sheriff Coroner/OC Crime Lab~~

~~Attn: Ana Sanabria~~

~~320 N. Flower St., 5th Floor~~

~~Santa Ana, CA 92703~~

d. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(Signature Page Follows)

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER ~~ONE~~TWO to Contract number MA-060-20010412.

*Contractor: AB Sciex, LLC

By: _____ Title: _____
Print Name: _____ Date: _____

*Contractor: AB Sciex, LLC

By: _____ Title: _____
Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (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 signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

ATTACHMENT A
ORIGINAL CONTRACT (Contract Number MA-060-20010412)

ATTACHMENT B
AMENDMENT ONE (Contract Number MA-060-20010412)