

AMENDMENT NUMBER TWO
TO
CONTRACT MA-060-20011362
BETWEEN THE
COUNTY OF ORANGE
AND
WATERS TECHNOLOGIES CORPORATION

This AMENDMENT NUMBER TWO to Contract Number MA-060-20011362 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Waters Technologies Corporation (hereinafter referred to as "CONTRACTOR") with a place of business at 34 Maple St., Milford, MA 01757 is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a contract for the Service, Preventative Maintenance and Consumables for Liquid Chromatograph Mass Spectrometers on February 9, 2021, for a three (3) year term of July 14, 2020 through and including July 13, 2023, renewable for two (2) additional one (1) year terms, in an amount not to exceed \$825,000 (hereinafter "ORIGINAL CONTRACT");

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on June 6, 2023 for a one (1) year term of July 14, 2023 through and including July 13, 2024, in an amount not to exceed \$300,000, as well as amended Attachment A, Scope of Work and amended Attachment B, Compensation and Pricing Provisions in its entirety (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of July 14, 2024 through and including July 13, 2025, in an amount not to exceed \$300,000, as well as to amend Attachment B, Compensation and Pricing Provisions in its entirety to revise pricing, add Item No. 003 and 004, and the CONTRACTOR has agreed to provide these goods/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 7/14/2020 through and including 7/13/2025, unless otherwise terminated by County.
- b. Additional Terms and Conditions, Section 3. Renewal, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:
 3. Renewal: This Contract may not be renewed.
- c. Attachment B, Compensation and Pricing Provisions, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

ATTACHMENT B

Compensation and Pricing Provisions

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Service, Preventative Maintenance and Consumables for four (4) Liquid Chromatograph Mass Spectrometers (LCMS) as set forth in Attachment A, "Scope of Work".

Contractor shall be compensated as set forth herein for goods/services provided in accordance with the 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 Section C, Amendment of the County Contract Terms and Conditions.

2. **Fees and Charges:** County will pay the following for the Coverage Period in accordance with the provisions of this Contract. Payment shall be as follows:

Alvin			
176600010 2PM 12M			
FlexCHOICE Coverage: 12 Months			
No. of Performance Maintenance Visits: 2			
Service Level: Standard			
Response Time: Standard			
Serial Number	Description	Contract Dates	Annual Price
WAA698	XEVO TQS	07/14/2024-07/13/2025	\$48,197.04
K12UPB294A	UPLC Binary Sol Mgr	07/14/2024-07/13/2025	\$6,952.32
L12UPA168M	UPLC Sample Mgr	07/14/2024-07/13/2025	\$7,225.68
K12UPM827G	UPLC Column Mrg	07/14/2024-07/13/2025	\$987.36
MS2SA01523	S/W Benefits MLYNX	07/14/2024-07/13/2025	\$2,048.16
System Total Annual Amount			\$65,410.56

Theodore			
176600010 2PM 12M			
FlexCHOICE Coverage: 12 Months			
No. of Performance Maintenance Visits: 2			
Service Level: Standard			
Response Time: Standard			
Serial Number	Description	Contract Dates	Annual Price
WAA628	XEVO TQS	07/14/2024-07/13/2025	\$48,197.04
L12UPB340A	UPLC Binary Sol Mgr	07/14/2024-07/13/2025	\$6,952.32
L12UPA173M	UPLC Sample Mgr	07/14/2024-07/13/2025	\$7,225.68
K12UPM828G	UPLC Column Mrg	07/14/2024-07/13/2025	\$987.36
MS2SA01522	S/W Benefits MLYNX	07/14/2024-07/13/2025	\$2,048.16
System Total Annual Amount			\$65,410.56

Simon			
176600010 2PM 12M			
FlexCHOICE Coverage: 12 Months			
No. of Performance Maintenance Visits: 2			
Service Level: Standard			
Response Time: Standard			
WAA500	XEVO TQS	07/14/2024-07/13/2025	\$48,197.04
C12UPB871A	UPLC Binary Sol Mgr	07/14/2024-07/13/2025	\$6,952.32
F12UPA865M	UPLC Sample Mgr	07/14/2024-07/13/2025	\$7,225.68
F12UPM646G	UPLC Column Mrg	07/14/2024-07/13/2025	\$987.36
MS2DA01610	S/W Benefits MLYNX	07/14/2024-07/13/2025	\$2,048.16
System Total Annual Amount			\$65,410.56

Brittany			
176600010 2PM 12M			
FlexCHOICE Coverage: 12 Months			
No. of Performance Maintenance Visits: 2			
Service Level: Standard			
Response Time: Standard			
WBA0810	XEVO TQ-XS	07/14/2024-07/13/2025	\$45,863.28
J19BSP32G	UPLC BSM Plus	07/14/2024-07/13/2025	\$9,665.52
L19FLP403M	UPLC 1 SM-FL Plus	07/14/2024-07/13/2025	\$7,119.60
K19CMP326G	Aquity UPLC CM-A	07/14/2024-07/13/2025	\$1,330.08
MS9NA01645	S/W Benefits MLYNX	07/14/2024-07/13/2025	\$2,048.16
System Total Annual Amount			\$66,026.64

Contractor's service, including but not limited to bi-annual preventative maintenance, will be invoiced per component/instrument/software, as listed above. Rate includes charges for all labor, travel, incidentals, products and services listed in Attachment A, Scope of Work.

Contractor's preventative maintenance of LCMS shall include, but shall not be limited to:

- Maintenance and Preventative Maintenance Kits as detailed in Service Requirement #14 (a-p) in Attachment A, Scope of Work
- Software/firmware updates (all types)

LCMS Consumables Discount

20% off catalog price

LCMS Instrument Upgrades

20% off catalog price

Contractor shall provide for purchase and delivery the following consumable items:

Item No.	Description	Product #	Price
001	Acquity UPLC BEH C18 Column, 130A, 1.7 um, 2.1 mm X 100 mm, 1/pkg	186002352	\$1071
002	Acquity UPLC HSS T3 Column, 100A, 1.8 um, 2.1 mm X 50 mm, 1/pkg	186003538	\$986

003	CORTECS Phenyl Column, 90Å, 1.6 µm, 2.1 mm X 100 mm, 1/pk	186008381	\$1,044
004	CORTECS Phenyl Column, 90Å, 1.6 µm, 2.1 mm X 100 mm, 3/pk	176003822	\$2,646

Miscellaneous service, preventative maintenance, or consumables for LCMS may be purchased against this Contract at a not to exceed amount of \$1,000 line item.

Shipping/Freight charges are authorized against this Contract.

California Sales Tax 9.25% (or most current rate) is authorized against this Contract.

Contract shall not exceed \$300,000 for term July 14, 2024 through and including July 13, 2025

3. Price Increase/Decreases: No price increases will be permitted during this Contract, unless mutually agreed to in writing by the Parties in an amendment to this Contract.
4. Firm Discount and Pricing Structure: Intentionally omitted.
5. Contractor's Expense: Intentionally omitted.
6. Payment Terms: Invoices are to be submitted quarterly, unless otherwise directed in this Contract, in accordance with Paragraph F, Acceptance/Payment. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after date of invoice, in a format acceptable to County 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 for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County shall not preclude the right of 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.

7. 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.
8. Payment – Invoicing Instructions: 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 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number

- g. Agency/Department's Account Number
- 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 forwarded to:

Sheriff-Coroner Department/OC Crime Lab
 320 N. Flower St., 5th Floor
 Santa Ana, CA 92703
 Attn: Maria Manriquez
 Ph: 714-834-6301
 Email:occlpurchasing@ocsheriff.gov

- 9. Payment (Electronic Funds Transfer (EFT))
 County 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 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 County via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

- 10. Year End and Final Invoices
 Intentionally omitted.

- 2. All other specifications, terms and conditions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE shall remain unchanged and with full force and effect.

(Signature Page Follows)

//

//

//

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER TWO to Contract Number MA-060-21011178.

*Contractor: Waters Technologies Corporation

DocuSigned by:
By: Andy Qiu Title: VP Commercial Clinical Business Unit
AA0B919B7F264AD
Print Name: Andy Qiu Date: 20-May-2024

*Contractor: Waters Technologies Corporation

DocuSigned by:
By: Keeley Aleman Title: SVP General Counsel & Secretary
81027B441986450
Print Name: Keeley Aleman Date: 23-May-2024

**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

DocuSigned by:
By: Annie Loo
Deputy B7726751D1E947E...

AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-20011362
BETWEEN THE
COUNTY OF ORANGE
AND
WATERS TECHNOLOGIES CORPORATION

This AMENDMENT NUMBER ONE to Contract Number MA-060-20011362 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Waters Technologies Corporation (hereinafter referred to as "CONTRACTOR") with a place of business at 34 Maple St., Milford, MA 01757 is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a contract for the Service, Preventative Maintenance and Consumables for Liquid Chromatograph Mass Spectrometers on February 9, 2021, for a three (3) year term of July 14, 2020 through and including July 13, 2023, renewable for two (2) additional one (1) year terms, in an amount not to exceed \$825,000 (hereinafter "ORIGINAL CONTRACT");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of July 14, 2023 through and including July 13, 2024, in an amount not to exceed \$300,000, as well as to amend Attachment A, Scope of Work, to add one (1) Liquid Chromatograph Mass Spectrometers (LCMC) and provide for additional maintenance and repairs, and amend Attachment B, Compensation and Pricing Provisions, and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in the this AMENDMENT NUMBER ONE;

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 7/14/2020 through and including 7/13/24, unless otherwise terminated by County.
- b. Additional Terms and Conditions, Section 3. Renewal, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:
 - 3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. 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.
- c. Attachment A, Scope of Work, of the ORIGINAL CONTRACT is amended in its entirety as follows:

ATTACHMENT A

Scope of Work

Contractor shall provide Service, Preventative Maintenance (PM), and Consumables for four (4) Liquid Chromatograph Mass Spectrometers (LCMS) to County as more fully detailed below:

Service Requirements

1. 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. Contractor shall provide services between County working hours of 8:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, excluding County holidays*.
2. During the Coverage Period, Contractor shall respond to service calls placed by County within twenty-four (24) hours of initial service call by phone and must respond in-person/on-site within forty-eight (48) hours of initial service call being placed to Contractor. 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 within twenty-four (24) hours.
3. All services shall be provided by a Contractor/factory trained and certified technician. Proof of training and certification shall be provided prior to Contract approval.
4. County may make unlimited number of telephone technical support calls. Telephone support is limited to the equipment listed in this Scope of Work during the Coverage Period. The County project manager or their designee must be on-site with Contractor's service technician at all times.
5. During the Coverage Period, the County must receive electronic or written quarterly reports of all service including a detailing of the component/instrument/software(s) serviced during the respective quarter.
6. During the Coverage Period, Contractor's remote diagnostics service (Connections INSIGHT available) shall be provided to County at no additional charge.
7. Instrument Upgrades: During the Coverage Period, as Contractor releases instrument performance upgrades for the equipment covered under the Contract, they must be available to County to purchase at a 20% discount off the catalog list price.
8. For the Coverage Period and price set forth in the Contract, Contractor shall provide County with the maintenance services, repair services and other on-site and off-site services to keep County's instruments performing in accordance with the operating specifications set forth in the manufacturer provided user documentation provided at time of instrument/component/software purchase or any instrument/component/software upgrade/update.
9. All replacement parts must be new and of the same manufacturer as the equipment being worked upon, unless otherwise mutually agreed upon between the Parties. Under no circumstances shall additional accessories be construed as maintenance/replacement parts and shall not be authorized under this Contract.

10. Shop work is included in this Contract at no extra charge to County during the Coverage Period. If equipment needs to be taken from the premises, the County project manager or their designee must be notified and a signed receipt must be left for the equipment prior to its removal. When Contractor has equivalent loaner equipment available, it shall be provided to County to minimize the impact of the loss of equipment on the County's business.
11. Emergency service required shall be performed during County working hours and shall be included at no additional charge to County during the Coverage Period.
12. During the Coverage Period, Contractor shall provide all scheduled maintenance service as well as all additional repair and maintenance service required for the following instruments/components/software:

Waters Serial # MS2DA01610	MassLynx Software
Waters Serial # MS2SA01522	MassLynx Software
Waters Serial # MS2SA01523	MassLynx Software
Waters Serial # MS9NA01645	S/W Benefits MLYNX
Waters Serial # K12UPB294A	UPBINARY - UPLC BINARY SOL MGR
Waters Serial # L12UPB340A	UPBINARY - UPLC BINARY SOL MGR
Waters Serial # C12UPB871A	UPBINARY - UPLC BINARY SOL MGR
Waters Serial # J19BSP932G	UPLC BSM PLUS
Waters Serial # L12UPA168M	UPSMPMGR - UPLC SAMPLE MGR
Waters Serial # L12UPA173M	UPSMPMGR - UPLC SAMPLE MGR
Waters Serial # F12UPA865M	UPSMPMGR - UPLC SAMPLE MGR
Waters Serial # L19FLP403M	UPLC I SM-FL PLUS
Waters Serial # WAA698	XEVOTQS - XEVO TQS
Waters Serial # WAA500	XEVOTQS - XEVO TQS
Waters Serial # WAA628	XEVOTQS - XEVO TQS
Waters Serial # WBA0810	XEVOTQS - XEVO TQ-XS
Waters Serial # K12UPM827G	UPCOLMGR - UPLC COLUMN MGR
Waters Serial # K12UPM828G	UPCOLMGR - UPLC COLUMN MGR
Waters Serial # F12UPM646G	UPCOLMGR - UPLC COLUMN MGR
Waters Serial # K19CMP326G	ACQUITY UPLC CM-A
Waters Serial #B18CMX315R	ACQUITY UPLC Auxiliary COLUMN MGR

13. Two (2) Preventative Maintenance visits shall be performed bi-annually by Contractor on all of the following during the Coverage Period:

Waters Serial # K12UPB294A	UPBINARY - UPLC BINARY SOL MGR
Waters Serial # L12UPB340A	UPBINARY - UPLC BINARY SOL MGR
Waters Serial # C12UPB871A	UPBINARY - UPLC BINARY SOL MGR
Waters Serial # J19BSP932G	UPLC BSM PLUS
Waters Serial # L12UPA168M	UPSMPMGR - UPLC SAMPLE MGR
Waters Serial # L12UPA173M	UPSMPMGR - UPLC SAMPLE MGR
Waters Serial # F12UPA865M	UPSMPMGR - UPLC SAMPLE MGR
Waters Serial # L19FLP403M	UPLC I SM-FL PLUS
Waters Serial # WAA698	XEVOTQS - XEVO TQS
Waters Serial # WAA500	XEVOTQS - XEVO TQS
Waters Serial # WAA628	XEVOTQS - XEVO TQS
Waters Serial # WBA0810	XEVOTQS - XEVO TQ-XS

14. The preventative maintenance and work conducted during preventative maintenance shall first be scheduled and approved by the County's OC Crime Lab. Contractor must provide cleaning, inspecting, replacement of all worn parts, lubricating, testing, and adjusting as required to maintain the equipment in satisfactory operating condition. This includes general maintenance parts contained within the named instrument/equipment(s) manufacturer's Preventative Maintenance Kits which must minimally include:
- a. Plunger Replacement
 - b. Plunger Seal Replacement
 - c. Check Valve Replacement/Rebuilding
 - d. Solvent Filter(s) Replacement
 - e. Draw Off and Reference Valve Rebuilding
 - f. Seal Pack and Needle Rebuilding or Replacement
 - g. Fluid Pack Rebuilding or Assembly Replacement
 - h. Fluid Pack Syringe Replacement
 - i. Manual Injector Rebuild Kit Installed
 - j. Source Lamps
 - k. Lens/Window replacement as required
 - l. Vacuum Pump Maintenance Parts
 - m. System Cleaning Materials
 - n. Fan Filters
 - o. Valve Rebuild Kits
 - p. 'O' Rings

15. Services under this Contract excludes the supply or installation of the following:

A. Operating Supplies

County is responsible for purchasing and installing operating supplies without any on-site assistance of Contractor's technicians. The following is a list (but not inclusive to) operating supplies and consumables not covered:

- a. Solvents, Mobile phase
- b. Columns, Column Packings
- c. Calibration standards
- d. Glassware, Sample vials and holders
- e. Priming syringes
- f. Reagents
- g. Sample and Solvent Filters
- h. Printer Cartridges and Toner
- i. Integrator and Printer Paper
- j. Computer Diskettes, CDs, Tapes

B. Installation of County Installable Maintenance Parts and Operating Supplies

Only during a performance maintenance visit will Contractor's technician install County-installable normal wear and maintenance parts. [Normal wear and maintenance parts are defined as parts and components in all Performance Maintenance Kits.] The following is a list (but not inclusive) of normal wear and maintenance parts that are considered to be County-installable only:

- a. Pump plunger seals
- b. Pump check valve cartridges
- c. Injector syringes
- d. Filters
- e. Fuses

- f. Absorbance detector source lamps
- g. MS detector sample cones
- h. Probe capillaries and fittings
- i. 'O' rings
- j. Vacuum pump oil, filters and seals
- k. Tubing and tubing connectors
- l. Columns

C. Non-Contractor Manufactured System Components

Service coverage for non-Contractor manufactured instruments and accessories are not covered by this Contract. It is the County's responsibility to obtain service coverage for such components from the original equipment manufacturer. The following is a list (but not inclusive) of non-Contractor manufactured system accessories and instruments:

- a. Computers and computer peripherals
- b. Non-Contractor manufactured detectors
- c. MS system water chillers

16. The Preventative Maintenance Kit parts/components shall be installed at time of preventative maintenance and all of the following equipment/component(s) must be evaluated including all component/equipment(s) contained within:
- a. Solvent Management Systems/Pumps
 - b. Sample Management Systems, Auto-Injectors and Injectors
 - c. Non-Mass Spectrometry Detectors
 - d. Mass Spectrometry Systems
17. The preventative maintenance visit must include a check of installed firmware versions and necessary updates on the following software:
- a. Waters Serial # MS2DA01610 MassLynx Software
 - b. Waters Serial # MS2SA01522 MassLynx Software
 - c. Waters Serial # MS2SA01523 MassLynx Software
 - d. Waters Serial # MS9NA01645 S/W Benefits MLYNX
18. The preventative maintenance visit must include a review of the error/trace log.
19. Contractor must provide consumables for LCMS instruments to County at a discounted rate of no less than 20% off the catalog list price during the term of the Contract. Contractor shall receive orders via phone, email or facsimile.
20. Warranties:
- a. New or replacement parts and Contractor provided services shall be warranted from date of service until expiration of the Coverage Period, including any extensions of the Coverage Period via Contract renewals.
 - b. Consumables and operating supplies shall be warranted to function properly when delivered.
21. **Delivery and Equipment Location:**
Orange County Sheriff-Coroner Department
Orange County Crime Laboratory
320 N. Flower Street

Santa Ana, CA 92703

Delivery Time: Monday-Friday, 8:00 a.m (PST) to 5:00 p.m (PST)

***County Holidays:**

New Years Day	Labor Day
Martin Luther King Jr's. Birthday	Columbus Day
Lincolns' Birthday	Veterans' Day
Presidents Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

//
//

- d. Attachment B, Compensation and Pricing Provisions, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

ATTACHMENT B

Compensation and Pricing Provisions

- 1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Service, Preventative Maintenance and Consumables for four (4) Liquid Chromatograph Mass Spectrometers (LCMS) as set forth in Attachment A, "Scope of Work".

Contractor shall be compensated as set forth herein for goods/services provided in accordance with the 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 Section C, Amendment of the County Contract Terms and Conditions.

- 2. Fees and Charges: County will pay the following for the Coverage Period in accordance with the provisions of this Contract. Payment shall be as follows:

Alvin			
176600010 2PM 12M			
FlexCHOICE Coverage: 12 Months			
No. of Performance Maintenance Visits: 2			
Service Level: Standard			
Response Time: Standard			
Serial Number	Description	Contract Dates	Annual Price
WAA698	XEVO TQS	07/14/2023-07/13/2024	\$45,004
K12UPB294A	UPLC Binary Sol Mgr	07/14/2023-07/13/2024	\$6,432
L12UPA168M	UPLC Sample Mgr	07/14/2023-07/13/2024	\$6,684
K12UPM827G	UPLC Column Mrg	07/14/2023-07/13/2024	\$920
MS2SA01523	S/W Benefits MLYNX	07/14/2023-07/13/2024	\$1,912
System Total Annual Amount			\$60,952

Theodore			
176600010 2PM 12M			
FlexCHOICE Coverage: 12 Months			
No. of Performance Maintenance Visits: 2			
Service Level: Standard			
Response Time: Standard			
Serial Number	Description	Contract Dates	Annual Price
WAA628	XEVO TQS	07/14/2023-07/13/2024	\$45,004
L12UPB340A	UPLC Binary Sol Mgr	07/14/2023-07/13/2024	\$6,432
L12UPA173M	UPLC Sample Mgr	07/14/2023-07/13/2024	\$6,684
K12UPM828G	UPLC Column Mrg	07/14/2023-07/13/2024	\$920
MS2SA01522	S/W Benefits MLYNX	07/14/2023-07/13/2024	\$1,912
System Total Annual Amount			\$60,952

OC Crime Lab John Davis with WES#1000922			
176600010 2PM 12M			
FlexCHOICE Coverage: 12 Months			
No. of Performance Maintenance Visits: 2			
Service Level: Standard			
Response Time: Standard			
WAA500	XEVO TQS	07/14/2023-07/13/2024	\$45,004
C12UPB871A	UPLC Binary Sol Mgr	07/14/2023-07/13/2024	\$6,432
F12UPA865M	UPLC Sample Mgr	07/14/2023-07/13/2024	\$6,684
F12UPM646G	UPLC Column Mrg	07/14/2023-07/13/2024	\$920
MS2DA01610	S/W Benefits MLYNX	07/14/2023-07/13/2024	\$1,912
System Total Annual Amount			\$60,952

Brittany			
176600010 2PM 12M			
FlexCHOICE Coverage: 12 Months			
No. of Performance Maintenance Visits: 2			
Service Level: Standard			
Response Time: Standard			
WBA0810	XEVO TQ-XS	07/14/2023-07/13/2024	\$42,820
J19BSP32G	UPLC BSM Plus	07/14/2023-07/13/2024	\$8,952
L19FLP403M	UPLC 1 SM-FL Plus	07/14/2023-07/13/2024	\$6,592
K19CMP326G	Aquity UPLC CM-A	07/14/2023-07/13/2024	\$1,244
MS9NA01645	S/W Benefits MLYNX	07/14/2023-07/13/2024	\$1,912
System Total Annual Amount			\$61,520

Contractor’s service, including but not limited to bi-annual preventative maintenance, will be invoiced per component/instrument/software, as listed above. Rate includes charges for all labor, travel, incidentals, products and services listed in Attachment A, Scope of Work.

Contractor’s preventative maintenance of LCMS shall include, but shall not be limited to:

- Maintenance and Preventative Maintenance Kits as detailed in Service Requirement #14 (a-p) in Attachment A, Scope of Work
- Software/firmware updates (all types)

LCMS Consumables Discount 20% off catalog price

LCMS Instrument Upgrades 20% off catalog price

Contractor shall provide for purchase and delivery the following consumable items:

Item No.	Description	Product #	Price
001	Acquity UPLC BEH C18 Column, 130A, 1.7 um, 2.1 mm X 100 mm, 1/pkg	186002352	\$1080
002	Acquity UPLC HSS T3 Column, 100A, 1.8 um, 2.1 mm X 50 mm, 1/pkg	186003538	\$990

Miscellaneous service, preventative maintenance, or consumables for LCMS may be purchased against this Contract at a not to exceed amount of \$1,000 line item.

Shipping/Freight charges are authorized against this Contract.

California Sales Tax 9.25% (or most current rate) is authorized against this Contract.

Contract shall not exceed \$300,000 for term July 14, 2023 through and including July 13, 2024

3. Price Increase/Decreases: No price increases will be permitted during this Contract, unless mutually agreed to in writing by the Parties in an amendment to this Contract.
4. Firm Discount and Pricing Structure: Intentionally omitted.
5. Contractor's Expense: Intentionally omitted.
6. Payment Terms: Invoices are to be submitted quarterly, unless otherwise directed in this Contract, in accordance with Paragraph F, Acceptance/Payment. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after date of invoice, in a format acceptable to County 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 for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County shall not preclude the right of 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.

7. 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.
8. Payment – Invoicing Instructions: 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 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department's Account Number
 - 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 forwarded to:

Sheriff-Coroner Department/OC Crime Lab
320 N. Flower St., 5th Floor
Santa Ana, CA 92703
Attn: Maria Manriquez
Ph: 714-834-6301
Email: MManriquez@ocsd.org

9. Payment (Electronic Funds Transfer (EFT))
County 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 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 County via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices
Intentionally omitted.

2. All other specifications, terms and conditions of the ORIGINAL CONTRACT shall remain unchanged and with full force and effect. The ORIGINAL CONTRACT is attached hereto and incorporated herein by reference.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER ONE to Contract Number MA-060-21011178.

*Contractor: Waters Technologies Corporation

DocuSigned by: [Signature] Title: Vice President Americas Field Operations
By: [Signature] 1BE2C08A8289177-D'Souza Date: 24-Apr-2023
Print Name: _____

*Contractor: Waters Technologies Corporation

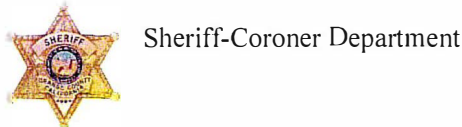
DocuSigned by: [Signature] Title: Senior Vice President, Gneral Counsel & Secretary
By: [Signature] FD64F00531CF490 Print Name: Keely Aleman Date: 24-Apr-2023
Print Name: _____

**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



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

Approved by the Board of Supervisors: _____

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

By: **Annie Loo**
Digitally signed by Annie Loo
DN: cn=Annie Loo, o=County Counsel, ou,
email=annie.loo@cococgov.com, c=US
Date: 2023.04.25 09:53:52 -0700

ATTACHMENT A

ORIGINAL CONTRACT (Contract Number MA-060-20011362)

Contract MA-060-20011362
with
Waters Technologies Corporation
for
Service, Preventative Maintenance and Consumables for Liquid Chromotograph Mass Spectrometers

This Contract MA-060-20011362 for the Service, Preventative Maintenance and Consumables for Liquid Chromotograph Mass Spectrometers (hereinafter referred to as "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 (hereinafter referred to as "County") and Waters Technologies Corporation with a place of business at 34 Maple St., Milford, MA 01757 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this documents 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 Provision

RECITALS

WHEREAS, Contractor and County are entering into this Contract for the Service, Preventative Maintenance and Consumables for Liquid Chromotograph Mass Spectrometers under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide the Service, Preventative Maintenance and Consumables for Liquid Chromotograph Mass Spectrometers 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 Compensation and Pricing Provision, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract the for Service, Preventative Maintenance and Consumables for Liquid Chromotograph Mass Spectrometers with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

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. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. Entire Contract: This Contract including its Attachments, upon execution, 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 both Parties in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by either Party's 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.
- 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 either Party unless authorized by such Party in writing.
- D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Pursuant to the requirements of paragraph "T" below, Contractor shall comply with all applicable standards, laws, statutes, ordinances, and regulations (collectively "laws") pertaining to collection and remittance of California sales or use tax.
- E. 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 or all goods or services, and to cancel all or any part of such goods 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. Contractor will use reasonable best efforts to provide prompt service, but will not be liable for any damage resulting from (i) delays in rednering services, (ii) delays in performing repairs, or (iii) delays in delivery or shipment of the equipment, unless such damages are caused by the negligent or intentional acts or omissions of Contractor, its employees, or representatives.
- F. 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 reasonable satisfaction of County, consistent with Attachment A, Scope of Work, and 2) payment shall be made after satisfactory acceptance and in accordance with Attachment B, Compensation and Pricing, including, without limitation, net thirty (30) days from date of invoice. Delay in making payment by County will not operate to extend the term or Coverage Period defined and specified in Sections 2 and 3 of this Contract. Contractor may, at its option, suspend service during any period in which County has failed to make payments in a timely manner, provided Contractor has given County written notice of the failure to make payment and thirty (30) calendar days or such other time that may be specified in this Contract within which to cure said failure to pay. Such suspension of service shall not limit any other legal remedies to which Contractor may be entitled.
- G. Warranty: Contractor expressly warrants that the goods and services 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, conform 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 warranty specified in 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, pursuant to Attachment A, Scope of Work. In the event that goods and/or services provided, pursuant to Attachment A, Scope of Work, 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 instrument.

- H. **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 and hold County 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 have the right to assume the defense of any such claim or action (subject to County's right to approve defense counsel, such approval 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, except to the extent any such injunction relates solely to County's use of the services. County shall provide reasonable cooperation to Contractor in the defense, settlement or compromise of such claim. The foregoing notwithstanding, Contractor shall not have any liability to County under this paragraph "H" 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 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; (iv) unauthorized modifications of the product and/or service by anyone other than Contractor.
- 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 either Party without the express written consent of the other Party. Any attempt 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.
- 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 it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after thirty (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 the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- 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 to County's reasonable 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 necessary therefor; 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 its subcontractors.
- O. Insurance Provisions: 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 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 (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

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 Insured's, 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.
- 3) 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.

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

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 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 County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflicts of 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 Contractor obligations contained in this Contract and complete them to the reasonable satisfaction of 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 County for the provision of services under the Contract.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of the Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under this Contract, including litigation that involves or may reasonably be expected to involve similar goods or services 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 or 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 its responsibilities under this Contract, Contractor shall exercise commercially reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors directly associated with the provision of goods and services provided under this Contract. 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 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 and Contractor avails himself of any available remedies to mitigate the delay.
- S. 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 obligation 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.
- T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall comply, at Contractor's expense, with all applicable standards, laws, statutes, ordinances, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity, all other laws applicable to the services at the time services are provided to and accepted by County, and the laws referenced in paragraph "D" above and "17" below. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and to the extent consistent with the requirements of paragraphs "H" above and "Z" below, Contractor 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 assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract. Contractor will also pay shipping charges for the return of equipment

to Contractor, provided County has complied with the provisions of Paragraph CC below ("Return of Equipment").

- 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. 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, the 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.
- Z. **Indemnification and Limitation of Liability:** 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 and against any claims ("Claims") arising from the willful misconduct, fraud, intentional violation of law, or gross negligence of Contractor or anyone directly or indirectly employed by Contractor, including its 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 Z 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.

- 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) one time access during normal working hours, with twenty (20) days' advance written notice and in conformance with Contractor's policies and procedures, 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 the Contract including, but not limited to, the costs of administering the Contract.

Further, Contractor agrees to include a similar right to the County to audit records 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 agreement 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 it can reasonably be demonstrated such approval, funding or appropriations are not granted or available, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. 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.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue for three (3) calendar years from the effective date below, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

The "Coverage Period" shall include equipment maintenance and services identified on Attachment A, Scope of Work solely for the equipment listed therein and shall commence upon receipt of this executed Contract for the following dates of coverage:

Effective date: July 14, 2020 - July 13, 2023

3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for two (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.

Should the Parties renew the Contract for the additional term(s), the Coverage Period shall continue upon execution of an amendment to this Contract for the following dates of coverage, as applicable:

Optional renewal term 1: July 14, 2023- July 13, 2024

Optionional renewal term 2: July 14, 2024 – July 13, 2025

4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the Parties.
5. Breach of Contract: The failure of either Party 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 the Contract immediately, pursuant to Section K herein; or
 - b) Afford the Contractor written notice of the breach and thirty (30) calendar days or such other time that may be specified in this Contract within which to cure the breach; and
 - c) Discontinue payment to Contractor for and during the period in which Contractor is in breach.
6. 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.
7. 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 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.
8. 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.
9. County and Contractor’s Project Manager and Key Personnel: County shall appoint a Project Manager to act as liaison between County and Contractor during the term of this Contract. County’s Project Manager shall coordinate the activities of County staff assigned to work with Contractor.

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 the County and shall not be changed without the written consent of the 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 the 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 the County under this Contract. County’s Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by County’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 this Contract.

10. Contractor Personnel – Reference Checks: The Contractor certifies that all employees providing service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract, including meeting character standards as demonstrated by background investigation and reference checks.
11. Contractor's Expense: 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. County will not provide free parking for any service in the County Civic Center.
12. Contractor Personnel – Uniform/Badges/Identification: 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 worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) business 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) business days prior to any changes in this procedure.
13. 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 stored in Orange County for a period of three (3) years after final payment is received from the County.
14. 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 the Contract.
15. Cooperative Agreement: Intentionally omitted
16. Default – Reprourement: Intentionally omitted
17. Drug-Free Workplace: Pursuant to the requirements of paragraph "T" above, Contractor shall comply with Government Code Section 8355 in matters relating to providing a drug-free workplace.
18. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, County is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays \$600 or more or with whom County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the ... government

entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

19. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if County is declared a disaster area pursuant to applicable law, or state or federal government, this 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 the County’s needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of this 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 federal and/or state and/or local 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 this Contract number.
20. **Errors 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 County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If 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 County or others discover errors or omissions in the reports, files or other written documents submitted by 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 County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
21. **Equal Employment Opportunity:** 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. 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, 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. 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. 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.

22. **Inspection and Certification:** Prior to Contractor's acceptance of equipment for service coverage, pursuant to Attachment A, Scope of Work, Contractor may, at its option, inspect and certify that the equipment is functioning properly. The equipment and software must meet current performance standards, unless any defect in such performance is caused by or related to Contractor's provision of goods/services pursuant to this Contract, and must be operated in an environment and system configuration acceptable to Contractor. New equipment covered by the product warranty issued at the time of purchase by the County may be added and converted to coverage under this Contract without inspection by Contractor.
23. **Service and Repair:** Service and repair of equipment will be provided by an authorized Contractor service technician. Contractor may use one or more of the following service options to replace or repair equipment:
- (a) Dispatch a Contractor service technician to County's facility; or
 - (b) Provide for repair or replacement of the equipment at a Contractor repair facility; or
 - (c) Provide delivery of replacement components to County, with instructions for installation of the components by County.

In providing service, Contractor may, upon mutual agreement between the Parties, use components that are "reconditioned," i.e., assemblies and parts which have been re-manufactured by Contractor to meet current hardware and firmware revisions, as well as the product quality and performance testing requirements for new products. Contractor may, while performing service on the equipment, replace outdated hardware, firmware and software with current revisions. Contractor cannot guarantee the continued availability of outdated assemblies.

24. **Exclusions:** During the Coverage Period, service provided covers equipment repairs and maintenance which results from normal use and operation of the equipment. Contractor will not be obligated to perform service on equipment which, in its sole reasonable judgment:
- (a) has been improperly installed, altered or damaged;
 - (b) has been repaired by other than an authorized Contractor service technician;
 - (c) has been altered or damaged as a result of additions or changes made to the equipment by County or others;
 - (d) has been damaged due to decomposition resulting from chemical action, environmental or operating conditions as identified in the Contractor's site prep documentation;
 - (e) has been damaged due to operator failure to perform standard operating procedures and routine maintenance, including the replacement of common replacement parts (using Contractor-approved parts and supplies);
 - (f) has been damaged due to transfer of the equipment by County from the location specified in Attachment A, Scope of Work, without supervision by Contractor;
 - (g) has been damaged due to the use of operating supplies and maintenance parts which do not conform to the equipment specifications, unless such supplies and parts were provided by Contractor.

Repair of damage(s) caused by the use of such supplies or parts as referenced above is not covered under this Contract, and service (parts, labor and travel) required to repair such damage(s) will be invoiced at the rates in effect at the time the service is rendered.

25. **Additional Equipment:** County may, subject to acceptance by Contractor, request an addendum to Attachment A, Scope of Work to add additional equipment, pursuant to the terms of Section 22

Inspection and Certification. Prices in effect at the time of any addition shall apply to the equipment being added, and the term of such service shall be coterminous with that of the Coverage Period.

26. Relocation of Equipment.
- (a) County shall give Contractor thirty (30) days written notice prior to any relocation of equipment covered by on-site support services being provided under this Contract, pursuant to Attachment A, Scope of Work.
 - (b) Equipment moved to a location within the contiguous United States shall continue to be serviced under this Contract. The response time and charges will be adjusted to reflect the new location.
 - (c) Equipment moved outside the contiguous United States may continue to be serviced under this Contract, at the option of Contractor. The services to be provided and charges for such services shall be subject to mutual agreement.
 - (d) For installed equipment which will continue to be serviced, Contractor, at its option, may supervise the dismantling and packing of the equipment and may inspect and reinstall equipment at the new location. These services, if provided, shall be at additional charge based on Contractor standard service rates in effect at the time. County shall furnish full labor and materials for the dismantling, packing and placement of the products in the new location.
 - (e) County shall be responsible for any loss or damage to the equipment during relocation.
27. 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 the County through the County's Project Manager.
28. 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) listed 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 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
 34 Maple Street,
 Milford, MA 01757-3604
 Attn: Director, Contracts
 Ph: 800.252.4752
 Email: Americas_Contracts@Waters.com

County: Sheriff-Coroner Department/OC Crime Lab
 320 N. Flower St., 5th Floor
 Santa Ana, CA 92703
 Attn: Maria Manriquez
 Ph: 714-834-6301
 Email: MManriquez@ocsd.org

Assigned DPA: County of Orange
 Sheriff-Coroner Department/Purchasing Services Unit

320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Gina Lozares
Ph: 714-834-2284
Email: glozares@ocsd.org

29. Precedence: The Contract documents consist of this Contract and its Attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be
- (a) the provisions of the main body of this Contract, i.e., those provisions set forth in the Recitals and Articles of this Contract,
 - (b) then the Attachments and exhibits.
30. Termination – Orderly: After receipt of a termination notice from County, 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 sixty (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 termination, consistent with the requirements of this Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in this 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 this Contract.
31. Usage: No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities as needed by County, at rates/prices listed in this Contract, regardless of quantity requested.
32. Usage Reports: Intentionally omitted.
33. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

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

36. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

-Signature Page to Follow-

Signature Page

The Parties hereto have executed this Contract# MA-060-20011362 for the Service, Preventative Maintenance and Consumables for Liquid Chromotograph Mass Spectrometers on the dates shown opposite their respective signatures below

Contractor*: Waters Technologies Corporation

By: Timothy D'Souza Title: Vice President Americas Field Operations
Print Name: Timothy D'Souza Date: December 15, 2020

Contractor*: Waters Technologies Corporation

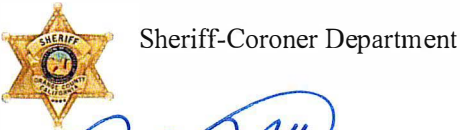
By: Keeley Aleman Title: Senior Vice President, General Counsel & Secretary
Print Name: Keeley Aleman Date: December 15, 2020

**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



By: [Signature] Title: Admin. Mgr. I
Print Name: Yvette Thomas Date: 2/9/21

Approved by the Board of Supervisors: 2/9/21

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

By: Liz Pejeau
Deputy

ATTACHMENT A

Scope of Work

Contractor shall provide Service, Preventative Maintenance (PM), and Consumables for three (3) Liquid Chromatograph Mass Spectrometers (LCMS) to County as more fully detailed below:

Service Requirements

1. 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. Contractor shall provide services between County working hours of 8:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, excluding County holidays*.
2. During the Coverage Period, Contractor shall respond to service calls placed by County within twenty-four (24) hours of initial service call by phone and must respond in-person/on-site within forty-eight (48) hours of initial service call being placed to Contractor. 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 within twenty-four (24) hours.
3. All services shall be provided by a Contractor/factory trained and certified technician. Proof of training and certification shall be provided prior to Contract approval.
4. County may make unlimited number of telephone technical support calls. Telephone support is limited to the equipment listed in this Scope of Work during the Coverage Period. The County project manager or their designee must be on-site with Contractor's service technician at all times.
5. During the Coverage Period, the County must receive electronic or written quarterly reports of all service including a detailing of the component/instrument/software(s) serviced during the respective quarter.
6. During the Coverage Period, Contractor's remote diagnostics service (Connections INSIGHT available) shall be provided to County at no additional charge.
7. Instrument Upgrades: During the Coverage Period, as Contractor releases instrument performance upgrades for the equipment covered under the Contract, they must be available to County to purchase at a 20% discount off the catalog list price.
8. For the Coverage Period and price set forth in the Contract, Contractor shall provide County with the maintenance services, repair services and other on-site and off-site services to keep County's instruments performing in accordance with the operating specifications set forth in the manufacturer provided user documentation provided at time of instrument/component/software purchase or any instrument/component/software upgrade/update.
9. All replacement parts must be **new** and **of the same manufacturer** as the equipment being worked upon, unless otherwise mutually agreed upon between the Parties. Under no circumstances shall additional accessories be construed as maintenance/replacement parts and shall not be authorized under this Contract.
10. Shop work is included in this Contract at no extra charge to County during the Coverage Period. If equipment needs to be taken from the premises, the County project manager or their designee must be notified and a signed receipt must be left for the equipment prior to its removal. When Contractor

has equivalent loaner equipment available, it shall be provided to County to minimize the impact of the loss of equipment on the County's business.

- 11. Emergency service required shall be performed during County working hours and shall be included at no additional charge to County during the Coverage Period.
- 12. During the Coverage Period, Contractor shall provide all scheduled maintenance service as well as all additional repair and maintenance service required for the following instruments/components/software:

Waters Serial # MS2DA01610	MassLynx Software
Waters Serial # MS2SA01522	MassLynx Software
Waters Serial # MS2SA01523	MassLynx Software
Waters Serial # K12UPB294A	UPBINARY - UPLC BINARY SOL MGR
Waters Serial # L12UPB340A	UPBINARY - UPLC BINARY SOL MGR
Waters Serial # C12UPB871A	UPBINARY - UPLC BINARY SOL MGR
Waters Serial # L12UPA168M	UPSMPMGR - UPLC SAMPLE MGR
Waters Serial # L12UPA173M	UPSMPMGR - UPLC SAMPLE MGR
Waters Serial # F12UPA865M	UPSMPMGR - UPLC SAMPLE MGR
Waters Serial # WAA698	XEVOTQS - XEVO TQS
Waters Serial # WAA500	XEVOTQS - XEVO TQS
Waters Serial # WAA628	XEVOTQS - XEVO TQS
Waters Serial # K12UPM827G	UPCOLMGR - UPLC COLUMN MGR
Waters Serial # K12UPM828G	UPCOLMGR - UPLC COLUMN MGR
Waters Serial # F12UPM646G	UPCOLMGR - UPLC COLUMN MGR

- 13. Two (2) Preventative Maintenance visits shall be performed bi-annually by Contractor on all of the following during the Coverage Period:

Waters Serial # K12UPB294A	UPBINARY - UPLC BINARY SOL MGR
Waters Serial # L12UPB340A	UPBINARY - UPLC BINARY SOL MGR
Waters Serial # C12UPB871A	UPBINARY - UPLC BINARY SOL MGR
Waters Serial # L12UPA168M	UPSMPMGR - UPLC SAMPLE MGR
Waters Serial # L12UPA173M	UPSMPMGR - UPLC SAMPLE MGR
Waters Serial # F12UPA865M	UPSMPMGR - UPLC SAMPLE MGR
Waters Serial # WAA698	XEVOTQS - XEVO TQS
Waters Serial # WAA500	XEVOTQS - XEVO TQS
Waters Serial # WAA628	XEVOTQS - XEVO TQS

- 14. The preventative maintenance and work conducted during preventative maintenance shall first be scheduled and approved by the County's OC Crime Lab. Contractor must provide cleaning, inspecting, replacement of all worn parts, lubricating, testing, and adjusting as required to maintain the equipment in satisfactory operating condition. This includes general maintenance parts

contained within the named instrument/equipment(s) manufacturer's Preventative Maintenance Kits which must minimally include:

- a. Plunger Replacement
- b. Plunger Seal Replacement
- c. Check Valve Replacement/Rebuilding
- d. Solvent Filter(s) Replacement
- e. Draw Off and Reference Valve Rebuilding
- f. Seal Pack and Needle Rebuilding or Replacement
- g. Fluid Pack Rebuilding or Assembly Replacement
- h. Fluid Pack Syringe Replacement
- i. Manual Injector Rebuild Kit Installed
- j. Source Lamps
- k. Lens/Window replacement as required
- l. Vacuum Pump Maintenance Parts
- m. System Cleaning Materials
- n. Fan Filters
- o. Valve Rebuild Kits
- p. 'O' Rings

15. Services under this Contract excludes the supply or installation of the following:

A. Operating Supplies

County is responsible for purchasing and installing operating supplies without any on-site assistance of Contractor's technicians. The following is a list (but not inclusive to) operating supplies and consumables not covered:

- a. Solvents, Mobile phase
- b. Columns, Column Packings
- c. Calibration standards
- d. Glassware, Sample vials and holders
- e. Priming syringes
- f. Reagents
- g. Sample and Solvent Filters
- h. Printer Cartridges and Toner
- i. Integrator and Printer Paper
- j. Computer Diskettes, CDs, Tapes

B. Installation of County Installable Maintenance Parts and Operating Supplies

Only during a performance maintenance visit will Contractor's technician install County-installable normal wear and maintenance parts. [Normal wear and maintenance parts are defined as parts and components in all Performance Maintenance Kits.] The following is a list (but not inclusive) of normal wear and maintenance parts that are considered to be County-installable only:

- a. Pump plunger seals
- b. Pump check valve cartridges
- c. Injector syringes
- d. Filters
- e. Fuses
- f. Absorbance detector source lamps
- g. MS detector sample cones
- h. Probe capillaries and fittings
- i. 'O' rings
- j. Vacuum pump oil, filters and seals
- k. Tubing and tubing connectors

1. Columns

- C. Non-Contractor Manufactured System Components

Service coverage for non-Contractor manufactured instruments and accessories are not covered by this Contract. It is the County's responsibility to obtain service coverage for such components from the original equipment manufacturer. The following is a list (but not inclusive) of non-Contractor manufactured system accessories and instruments:

- a. Computers and computer peripherals
- b. Non-Contractor manufactured detectors
- c. MS system water chillers

16. The Preventative Maintenance Kit parts/components shall be installed at time of preventative maintenance and all of the following equipment/component(s) must be evaluated including all component/equipment(s) contained within:

- a. Solvent Management Systems/Pumps
- b. Sample Management Systems, Auto-Injectors and Injectors
- c. Non-Mass Spectrometry Detectors
- d. Mass Spectrometry Systems

17. The preventative maintenance visit must include a check of installed firmware versions and necessary updates on the following software:

- a. Waters Serial # MS2DA01610 MassLynx Software
- b. Waters Serial # MS2SA01522 MassLynx Software
- c. Waters Serial # MS2SA01523 MassLynx Software

18. The preventative maintenance visit must include a review of the error/trace log.

19. Contractor must provide consumables for LCMS instruments to County at a discounted rate of no less than 20% off the catalog list price during the term of the Contract. Contractor shall receive orders via phone, email or facsimile.

20. Warranties:

- a. New or replacement parts and Contractor provided services shall be warrantied from date of service until expiration of the Coverage Period, including any extensions of the Coverage Period via Contract renewals.
- b. Consumables and operating supplies shall be warrantied to function properly when delivered.

21. **Delivery and Equipment Location:**

Orange County Sheriff-Coroner Department
Orange County Crime Laboratory
320 N. Flower Street
Santa Ana, CA 92703

Delivery Time: Monday-Friday, 8:00 a.m (PST) to 5:00 p.m (PST)

***County Holidays:**

New Years Day	Labor Day
Martin Luther King Jr's. Birthday	Columbus Day
Lincolns' Birthday	Veterans' Day
Presidents Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

//

//

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Service, Preventative Maintenance and Consumables for three (3) Liquid Chromatograph Mass Spectrometers (LCMS) as set forth in Attachment A, "Scope of Work".

Contractor shall be compensated as set forth herein for goods/services provided 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 Section C, Amendment of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following for the Coverage Period in accordance with the provisions of this Contract. Payment shall be as follows:

EqType	Serial number	Annual Amt	Monthly Amt
SUPMM	MS2DA01610	1,694.80	\$141.23
SUPMM	MS2SA01522	1,694.80	\$141.23
SUPMM	MS2SA01523	1,694.80	\$141.23
UPBINARY	K12UPB294A	5,316.20	\$443.02
UPBINARY	L12UPB340A	5,316.20	\$443.02
UPBINARY	C12UPB871A	5,316.20	\$443.02
UPSMPMGR	L12UPA168M	5,597.40	\$466.45
UPSMPMGR	L12UPA173M	5,597.40	\$466.45
UPSMPMGR	F12UPA865M	5,597.40	\$466.45
XEVOTQS	WAA698	37,768.20	\$3,147.35
XEVOTQS	WAA500	37,768.20	\$3,147.35
XEVOTQS	WAA628	37,768.20	\$3,147.35
UPCOLMGR	K12UPM827G	786.60	\$65.55
UPCOLMGR	K12UPM828G	786.60	\$65.55
UPCOLMGR	F12UPM646G	786.60	\$65.55
	Total	153,489.60	\$12,790.80

Contractor's service, including but not limited to bi-annual preventative maintenance, will be invoiced per component/instrument/software, as listed above, monthly. Rate includes charges for all labor, travel, incidentals, products and services listed in Attachment A, Scope of Work.

Contractor's preventative maintenance of LCMS shall include, but shall not be limited to:

- Maintenance and Preventative Maintenance Kits as detailed in Service Requirement #14 (a-p) in Attachment A, Scope of Work
- Software/firmware updates (all types)

LCMS Consumables Discount

20% off catalog price

LCMS Instrument Upgrades

20% off catalog price

Contractor shall provide for purchase and delivery the following consumable items:

Item No.	Description	Product #	Price
001	Acquity UPLC BEH C18 Column, 130A, 1.7 um, 2.1 mm X 100 mm, 1/pkg	186002352	\$978
002	Acquity UPLC HSS T3 Column, 100A, 1.8 um, 2.1 mm X 50 mm, 1/pkg	186003538	\$782

Miscellaneous service, preventative maintenance, or consumables for LCMS may be purchased against this Contract at a not to exceed amount of \$1,000.00 line item.

Shipping/Freight charges are authorized against this Contract.

California Sales Tax 9.25% (or most current rate) is authorized against this Contract.

Contract not to exceed amount is \$825,000/3 years

(Not to exceed amount of \$275,000 for 1st year)
 (Not to exceed amount of \$275,000 for 2nd year)
 (Not to exceed amount of \$275,000 for 3rd year)

3. Price Increase/Decreases: No price increases will be permitted during this Contract, unless mutually agreed to in writing by the Parties in an amendment to this Contract.
4. Firm Discount and Pricing Structure: Intentionally omitted.
5. Contractor’s Expense: Intentionally omitted.
6. Payment Terms: Invoices are to be submitted the first of every month, unless otherwise directed in this Contract, in accordance with Paragraph F, Acceptance/Payment. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after date of invoice, in a format acceptable to County 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 for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County shall not preclude the right of 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.

7. 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.
8. Payment – Invoicing Instructions: 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 1 above
- c. Contractor's Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/service address
- f. Master Agreement (MA) or Purchase Order (PO) number
- g. Agency/Department's Account Number
- 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 forwarded to:

Sheriff-Coroner Department/OC Crime Lab
320 N. Flower St., 5th Floor
Santa Ana, CA 92703
Attn: Maria Manriquez
Ph: 714-834-6301
Email: MManriquez@ocsd.org

9. **Payment (Electronic Funds Transfer (EFT))**
County 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 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 County via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.
10. **Year End and Final Invoices**
Intentionally omitted.