

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

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

RECITALS:

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

WHEREAS COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on July 11, 2022 to revise the term end date from June 19, 2022 to July 18, 2022, to co-term with the service and maintenance dates; and

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

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ renewed the ORIGINAL CONTRACT on June 6, 2023 for a one (1) year term of July 19, 2023 through and including July 18, 2024, in an amount not to exceed \$43,410.23; as well as revised Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges in its entirety ~~and the CONTRACTOR has agreed to provide those services at the rates set forth in this~~ (hereinafter "AMENDMENT NUMBER TWO");

~~WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of July 19, 2024 through and including July 18, 2025, in an amount not to exceed \$175,000; as well as revise ATTACHMENT A, Scope of Work in its entirety and Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges in part and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER THREE;~~

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

1. ARTICLES

- a. Additional Terms and Conditions, Section 2 - Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:
2. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue in effect from 6/19/20 through and including 7/18/24~~5~~, unless otherwise terminated by COUNTY.
- b. Additional Terms and Conditions, Section 3 - Renewals, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:
- ~~3.~~ Renewal Terms: This Contract may not 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

#### I. Scope of Services:

Contractor shall provide service, preventative maintenance (PM), software updates and consumables for ~~one~~ ~~two~~ ~~(+2)~~ AB Sciex QTOF X500 ~~TripleTOF-5600+~~ instruments with Shimadzu Liquid Chromatographs; and one (1) AB Sciex QTOF X500 instrument with a Sciex Liquid Chromatograph; ~~and one (1)~~ to the County as detailed below. Sciex will only replace consumable items at the time of the PM; any failure of consumables outside the maintenance are the responsibility of the County. Software updates and upgrades will be provided as qualified under the Software Plus Plan (see Section IV, Software Service Terms, below).

#### Service Requirements:

1. Contractor shall provide all scheduled preventative maintenance services, as well as repair services required for the following instruments/components/software:
  - a. Sciex X500R; S/N: CB20451604
  - b. ~~Liquid Chromatograph Devices:~~ Shimadzu XR System; S/N: L20435453512, L20435453513, L20235356370, L20705366381, L20215452648, L20455451024
  - c. Sciex X500R; S/N: DM240702204
  - d. Sciex ExionLC 2.0 System; S/N: FBI223010003, FCC214710007, FZB221410003
  - e. Sciex X500R; S/N: DM230602012

- f. Shimadzu XR System; S/N: L20435855117, L20435855111, L20455851502, L20705872392, L20215853688, C2043851333, L20235858300
2. During the coverage period, one (1) Preventative Maintenance (PM) visit shall be performed annually by Contractor on all of the following instruments:
- a. Sciex X500R; S/N: CB20451604
  - b. Shimadzu XR System; S/N: L20435453512, L20435453513, L20235356370, L20705366381, L20215452648, L20455451024
  - c. Sciex X500R; S/N: DM240702204
  - d. Sciex ExionLC 2.0 System; S/N: FBI223010003, FCC214710007, FZB221410003
  - e. Sciex X500R; S/N: DM230602012
  - f. Shimadzu XR System; S/N: L20435855117, L20435855111, L20455851502, L20705872392, L20215853688, C2043851333, L20235858300
3. PM visit(s) must include general maintenance parts and must minimally include:
- a. Inspection of the roughing pump oil level and top up
  - b. Inspection for discoloration of the vacuum hose
  - c. Verify the operation of the cooling fan in the roughing pump enclosure
  - d. Visually inspect the internal and external electrical cables and gas tubing
  - e. Clean the curtain plate
  - f. Clean the orifice plate, QJet ion guide, and Q0
  - g. Replace the electrode on the ion source
  - h. Perform post preventative maintenance pressure verifications
  - i. Q1/Q2 Coil Box Tuning
  - j. QJet Coil Box Tuning
  - k. Perform post-preventative maintenance Positive TOF MS Mode Optimization
  - l. Perform post-preventative maintenance Negative TOF MS Mode Optimization
  - m. A preventative maintenance report and review with County
4. During the PM visit Contractor shall check all installed firmware versions and provide all necessary updates on all the installed software; S/N CB20451604, S/N DM240702204, and S/N DM230602012 including but not limited to:
- a. Library View
  - b. SciexOS
- Software updates and upgrades will be provided as qualified under the Software Plus Plan and pursuant to Section IV (Software Support Terms) below.
5. Contractor shall provide County with the maintenance services, repair services and other on-site services to keep County's instruments performing in accordance with the

operating specifications set forth in the manufacturer's user manuals and tutorials provided at the time of instrument/component/software purchase or any instrument/component/software upgrade or update.

6. Cleaning, inspecting, replacing all worn parts, lubricating, testing, and adjusting to be provided by Contractor, as required to maintain the equipment in satisfactory operating condition.
7. All replacement parts are to be Original Equipment Manufacturer (OEM) new or certified refurbished parts, as the equipment being worked upon. All replacement parts shall have a warranty of one (1) year from the date that service was completed, except the parts warranty will coincide with the contract period. Under no circumstances shall additional accessories be construed as maintenance/replacement parts and shall not be authorized under this Contract.
8. During the coverage period, the County shall receive electronic or written reports of all service and preventative maintenance conducted on all equipment hardware and software.
9. Contractor shall provide both phone and on-site workflow support and troubleshooting of both equipment hardware and software, as part of their Assurance Plan for all devices and Software Plus Plan.
10. County may make unlimited number of telephone technical support and service calls.
11. 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. Response will be within Contractor's business hours of 9:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, excluding Contractor Holidays.
12. 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. Response will be within Contractor's business hours of 9:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, excluding Contractor Holidays.
13. All services shall be provided by a manufacturer/factory trained and certified technician. Proof of training and certification shall be provided prior to Contract approval.
14. The County project manager or their designee must be on-site with Contractor's service representative at all times.

15. 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\*.

County Holidays:

New Year's Day  
 Martin Luther King Jr's Birthday  
 Lincoln's Birthday  
 President's Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veterans' Day  
 Thanksgiving Day  
 Day After Thanksgiving  
 Christmas Day

II. Service Location:

County of Orange Sheriff-Coroner  
 Crime Lab Department  
 320 N. Flower St.  
 Santa Ana, CA 92703  
 Attn: ~~Maria Manriquez~~ Merrit Duke  
 714-834-~~6301~~4525

III. Services Plan Terms (only applicable to purchase of a Services Plan)

1. Instrument Recertification - If an instrument has not been under warranty or a Services plan prior to commencement of a newly purchased Services plan, Contractor may require instrument recertification on a time and materials basis not covered under the new Services Plan, prior to the effective date of the new Services Plan.
2. Hardware and Application Telephone Support - All calls made to regional telephone support numbers during Contractor's hours of operation where County left a message for a return call including the caller's name and telephone number will be responded to within 4 business hours, unless other response time is specified herein.
3. Planned Maintenance - County and Contractor will schedule PM Services within a 1 month period of the manufacturer's recommended PM timeframe at a mutually agreeable time within Contractor's business hours, which is to be confirmed in writing. County shall provide access to the instrument for that visit.
4. Plan Restrictions -
  - (i) The decision to repair or replace any parts of the instrument will be made by Contractor in its sole and reasonable discretion. Parts and components replaced or otherwise utilized in the repair of the instrument may be either new or refurbished at the discretion of Contractor. All parts which have been removed and replaced in performance of Services become the property of Contractor.

(ii) Services plans do not cover replacement of parts, costs, repairs or adjustments for defects resulting from or necessitated by acts of nature, damage not caused by Contractor, accident, neglect, carelessness, misuse, including without limitation: operation with incompatible solvents or samples in the system; operation outside of the environmental or use specifications or not in conformance with the instructions for the instrument system, software, or accessories; improper or inadequate maintenance by the user; installation of software or interfacing, or use in combination with software or products, not supplied or authorized by Contractor; or modification, repair, service transfer to another location of the instrument made by the County, County's employees, agents or an unauthorized contractor, or intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with instrument or software that detrimentally affects normal operations. Services plans do not cover repair or replacement of parts that are radioactive or contaminated with biological, toxic or other dangerous materials or substances. Services plans do not cover parts for any instrument or other equipment other than the covered instrument or equipment as identified in the Service Plan by its specific serial number(s). Services plans do not cover consumables unless otherwise specified herein. Services plans do not cover costs, repairs, or adjustments made necessary by connection of the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, or by any interruption or surge in voltage (see Instruction Manual for specifications).

(iii) Unless otherwise expressly stated by Contractor in writing or under the Terms of the purchased Services plan, parts in contact with any liquid are considered wetted and may be deemed user replaceable and not covered by any Services plan, including, but not limited to seals, filters, gaskets, etc.

(iv) Use of any non-contractor's parts or reagents that deposit or cause to be deposited residual matter in the instrument flow path or that otherwise interrupt the flow path that are reasonably determined by Contractor to have caused instrument failure will require remedial repairs of the affected parts to be completed outside a Services plan at Contractor's then prevailing rates for billable service.

(v) Unless otherwise specified herein, Service plans do not include County training or services related to the relocation of instruments.

(vi) Ancillary equipment not manufactured by Contractor, such as third party computers, may be excluded from any Services plan at Contractor's discretion. Contractor will pass on to County any manufacturer's warranty of any such ancillary equipment, to the extent permitted by the manufacturer.

#### IV. Software Support Terms

##### 1. Scope of Software Support Services.

(i) These software support terms apply to software support services purchased by County from Contractor, whether under a software support plan, another service plan or on time and materials basis. County may contract with Contractor for software support by product type per lab location as specifically identified on a purchase order ("Covered Product"), including as specified herein in Attachment B, Compensation and Pricing Provisions. In the event County has multiple instruments of the same type in the same lab, County must buy a multi-instrument support plan for that instrument type. Multiple plans must be purchased to cover different instrument types in the same lab. The Software Plus Plan purchased by County in this Contract (see Attachment B, Compensation and Pricing Provisions) is a Covered Product.

(ii) "Software" means the SCIEEX software programs that are Covered Products or, if the Covered Product is an instrument, are included with the Covered Product. Contractor will respond to a request for troubleshooting and telephone assistance for Software via telephone or email ("SW

Support Services”). SW Support Services also include releases of software that Contractor makes generally available to County during the plan term to correct errors, fix bugs, or create minor improvements, or enhancements of existing features (the "Update(s)") which Updates Contractor will designate by a change in the number to the Update of the Software released during the term of this agreement. As used herein, a Software Update is designated by a change in the number to the right of the first or second decimal point. For greater clarity, Updates do not include those releases of the Software that provide substantial new features or additional functionality which Contractor designates by a change in the number to the left of the first decimal point. County acknowledges that all reported errors may not be corrected. Software, including any Updates which will be deemed part of the Software, will be used in accordance with the requirements and obligations in the license agreement for the Software. If other services are made available by Contractor under a SW Support Services plan, those services will be provided as shown on your quotation.

2. Exclusions from coverage. The following services are expressly excluded from SW Support Services: maintenance or repair services. Contractor will not be obligated to provide SW Support Services if any malfunction arises from or relates to (a) error or malfunction of any third party software used by County either separately or in conjunction with Contractor's Software, or (b) County has failed to incorporate the latest Update previously released to County.
3. County Responsibilities. County is responsible for any and all restoration or reconstruction of lost or altered files, data, or programs. County will maintain and implement a complete data backup and disaster recovery plan appropriate for its business operations and is solely responsible for security of its confidential, proprietary or classified information. County will not disclose confidential, proprietary or any information that is subject to intellectual property rights.

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

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

Item No.	Description/Service Plan/Model Type	Serial No.	Cost*
001	Assurance Plan 1PM – X500R	CB20451604	\$ <del>32,153.16</del> 34,725.41
002	1PM Assurance Plan for LC Devices – Shimadzu XR System	L20435453512, L20435453513, L20235356370, L20705366381, L20215452648, L20455451024	\$ <del>8,210.63</del> 8,621.16
003	Software Plus Plan – X500R	CB20451604	\$ <del>3,046.44</del> 3,198.76
004	Assurance Plan 1PM – X500R	DM240702204	\$34,725.41
005	1PM Assurance Plan for LC Devices – EXION2.0-BiPump	FBI223010003, FCC214710007	\$8,018.49
006	1PM Assurance Plan for LC Devices – EXION2.0-AS	FZB221410003	\$3,120.35
007	Software Plus Plan – X500R	DM240702204	\$3,198.76
008	Assurance Plan 1PM – X500R	DM230602012	\$37,619.20
009	1PM Assurance Plan for LC Devices – Shimadzu XR System	L20435855117, L20705872392, C20435851333, L20455851502, L20235858300, L20215853688, L20435855111	\$9,339.59
010	Software Plus Plan – X500R	DM240702204	\$3,465.33
TOTAL			\$ <del>43,410.23</del> 146,032.46

\*Cost shall include all parts, labor, travel and any other related costs.

Applicable sales tax is authorized to be paid against this Contract

Contract shall not exceed \$~~43,410.23~~ \$175,000 for the contract term July 19, 2023~~4~~ through and including July 18, 2024~~5~~.

2. All other provisions of the ORIGINAL CONTRACT and AMENDMENTS NUMBERS ONE and TWO except as amended herein and to the extent they are not inconsistent with the AMENDMENT NUMBER THREE ~~terms and conditions in this Contract and AMENDMENT NUMBER ONE, both attached hereto and incorporated herein by reference, shall~~ remain unchanged and ~~with~~ in full force and effect.

(Signature Page Follows)



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

\*Contractor: AB Sciex, LLC

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*Contractor: AB Sciex, LLC

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by the Board of Supervisors: \_\_\_\_\_

Approved as to Form

Office of the County Counsel  
Orange County, California

By: \_\_\_\_\_  
Deputy

ATTACHMENT A

ORIGINAL CONTRACT (Contract Number MA-060-20010412)

ATTACHMENT B

AMENDMENT ONE (Contract Number MA-060-20010412)

**ATTACHMENT C**

**AMENDMENT TWO (Contract Number MA-060-20010412)**