

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

This AMENDMENT NUMBER ~~ONE~~TWO to Contract Number MA-060-20011362 (hereinafter "AMENDMENT NUMBER ~~ONE~~TWO") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and 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 ~~desires to~~ 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 ~~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 in its entirety, ~~and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in the this~~ (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 continue 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 7/13/24~~5~~, 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, ~~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.~~

~~e. 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 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

~~#~~

~~#~~

- c. Attachment B, Compensation and Pricing Provisions, of the ORIGINAL CONTRACT is amended in its entirety ~~part~~ 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 4 -07/13/2024 5	\$45,004 \$48,197.04
K12UPB294A	UPLC Binary Sol Mgr	07/14/2023 4 -07/13/2024 5	\$6,432 \$6,952.32
L12UPA168M	UPLC Sample Mgr	07/14/2023 4 -07/13/2024 5	\$6,684 \$7,225.68
K12UPM827G	UPLC Column Mrg	07/14/2023 4 -07/13/2024 5	\$920 \$987.36
MS2SA01523	S/W Benefits MLYNX	07/14/2023 4 -07/13/2024 5	\$1,912 \$2,048.16
System Total Annual Amount			\$60,952 \$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	07/14/2023 4 -07/13/2024 5	\$45,004 \$48,197.04
L12UPB340A	UPLC Binary Sol Mgr	07/14/2023 4 -07/13/2024 5	\$6,432 \$6,952.32
L12UPA173M	UPLC Sample Mgr	07/14/2023 4 -07/13/2024 5	\$6,684 \$7,225.68
K12UPM828G	UPLC Column Mrg	07/14/2023 4 -07/13/2024 5	\$920 \$987.36
MS2SA01522	S/W Benefits MLYNX	07/14/2023 4 -07/13/2024 5	\$1,912 \$2,048.16
System Total Annual Amount			\$60,952 \$65,410.56

OC Crime Lab John Davis with WES#1000922 Simon			
176600010 2PM 12M			

FlexCHOICE Coverage: 12 Months No. of Performance Maintenance Visits: 2 Service Level: Standard Response Time: Standard			
WAA500	XEVO TQS	07/14/2023-07/13/2024	\$45,004 \$48,197.04
C12UPB871A	UPLC Binary Sol Mgr	07/14/2023-07/13/2024	\$6,432 \$6,952.32
F12UPA865M	UPLC Sample Mgr	07/14/2023-07/13/2024	\$6,684 \$7,225.68
F12UPM646G	UPLC Column Mrg	07/14/2023-07/13/2024	\$920 \$987.36
MS2DA01610	S/W Benefits MLYNX	07/14/2023-07/13/2024	\$1,912 \$2,048.16
System Total Annual Amount			\$60,952 \$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	07/14/2023-07/13/2024	\$42,820 \$45,863.28
J19BSP32G	UPLC BSM Plus	07/14/2023-07/13/2024	\$8,952 \$9,665.52
L19FLP403M	UPLC 1 SM-FL Plus	07/14/2023-07/13/2024	\$6,592 \$7,119.60
K19CMP326G	Aquity UPLC CM-A	07/14/2023-07/13/2024	\$1,244 \$1,330.08
MS9NA01645	S/W Benefits MLYNX	07/14/2023-07/13/2024	\$1,912 \$2,048.16
System Total Annual Amount			\$61,520 \$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	\$1080 \$1071
002	Acquity UPLC HSS T3 Column, 100A, 1.8 um, 2.1 mm X 50 mm, 1/pkg	186003538	\$990 \$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, 2023~~4~~ through and including July 13, 2024~~5~~

- 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 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 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~~TWO to Contract Number MA-060-21011178.

*Contractor: Waters Technologies Corporation

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

*Contractor: Waters Technologies Corporation

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: _____

~~ATTACHMENT A~~

~~ORIGINAL CONTRACT (Contract Number MA-060-20011362)~~

ATTACHMENT B

AMENDMENT NUMBER ONE (Contract Number MA-060-20011362)