

AMENDMENT NUMBER THREE
TO
CONTRACT MA-060-17011987
BETWEEN THE
COUNTY OF ORANGE
AND
INTOXIMETERS INC.

This AMENDMENT NUMBER THREE to Contract number MA-060-17011987 (hereinafter "AMENDMENT NUMBER THREE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Intoximeters Inc. (hereinafter "CONTRACTOR") with a business address of 2081 Craig Road Saint Louis, MO 63179-8003, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract for parts and accessories for Alcosensor Instruments on October 17, 2017, as Contract Number MA-060-17011987 (hereinafter "ORIGINAL CONTRACT"), for a two (2) year term of October 17, 2017 through and including October 16, 2019 renewable for three (3) additional one (1) year terms; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on October 8, 2019 as Contract Number MA-060-20010078 for a one (1) year term of October 17, 2019 through and including October 16, 2020 in an amount not to exceed of \$104,991.00 and updated Instrument Item #40-0010-06 to Item #40-2010-06 in Attachment A, Scope of Work and Attachment B, Pricing (hereinafter "AMENDMENT NUMBER ONE"); and

WHEREAS, COUNTY and CONTRACTOR amended Paragraph Q., Change of Ownership, of the ORIGINAL CONTRACT in its entirety, and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Paragraph Q herein;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on November 17, 2020, for a one year term of October 17, 2020 through and including October 16, 2021 in an amount not to exceed of \$101,941.00 and amended Attachment A, Scope of Work and Attachment B, Compensation and Pricing Provisions, of the ORIGINAL CONTRACT (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY and CONTRACTOR desire to renew the ORIGINAL CONTRACT for a one year term of October 17, 2021 through and including October 16, 2022 in an amount not to exceed of \$90,941.00 and amend Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges in its entirety and the CONTRACTOR has agreed to continue 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 in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 10/17/17 through and including 10/16/22, unless otherwise terminated by COUNTY. The period of 10/17/17 through and including 10/16/19 shall be known as Contract number MA-060-17011987. The period of 10/17/19 through and including 10/16/22 shall be known as Contract number MA-060-20010078. This Contract may not be renewed.

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

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

Instruments		
Item #	Description	Price
13-0360-10	ASIV (F21-03/F350-02) USA SENSOR BLANK	\$665.00
40-2010-06	AS FST (F224-01) 3S BRAC LOW LOSS	\$490.00
Peripherals		
Item #	Description	Price
20-0400-00	SOFTWARE ASIVXL POA	\$300.00
20-2000-02	SOFTWARE INTOXNET 6 CHANNEL	\$200.00
21-0190-20	Datamax Printer Apex with Card Reader	\$675.00
27-0825-00	CASE WRIST STRAP INTOXIMETERS	\$2.50
27-2465-00	ELEC IC 5V POWER SUPPLY	\$55.00
27-5807-00	ASVXL I/O Keyboard	\$60.00
27-9405-05	Power Adapter 12V Cig Lighter	\$75.00
27-9660-00	Power Supply POA	\$100.00
27-9670-00	POWER PLUG POA POWER SUPPLY	\$6.00
28-0010-00	CABLE DB9 F SER - DB25 M SER 6FT	\$19.00
28-0100-00	GENDER CHANGER 9 PIN M-M MINI	\$6.00
34-0000-99	DOCK ASVXL(F245-02)CRADLE POA KYBPR	\$130.00
34-2000-00	DOCK ASVXL DESKTOP STANDARD	\$175.00

Supplies		
Item #	Description	Price
22-0060-01	DRYGAS 108L/103PPM(.038)C	\$159.50
22-0080-01	DRYGAS 108L/223PPM(.082)C	\$159.50
22-0220-00	DRYGAS REGULATOR 10LPM PUSH BUTTON	\$121.50
22-0640-00	DRYGAS REGULATOR 6LPM PUSH BUTTON	\$124.50
22-0850-00	DRYGAS 108L/544PPM(.110)U	\$159.50
22-0850-00	DRYGAS 108L/544PPM(.110)U	\$124.00
22-0890-00	DRYGAS 108L/286.5PPM(.200)C	\$159.50
23-0000-00	MOUTHPIECE ASIV OR ECIR	
	200-499	\$0.28
	500-999	\$0.27
	1000-4999	\$0.25
	5000-9999	\$0.23
	10000+	\$0.20
23-0120-00	MOUTHPIECE FST	
	200-499	\$0.28
	500-999	\$0.27
	1000-4999	\$0.25
	5000-9999	\$0.23
	10000+	\$0.20
23-0130-10	MOUTHPIECE CUP PASSIVE FST SOFT BLU	\$0.50
23-0160-00	MOUTHPIECE ASVXL	
	200-499	\$0.28
	500-999	\$0.27
	1000-4999	\$0.25
	5000-9999	\$0.23
	10000+	\$0.20
23-0190-00	MOUTHPIECE FST/ASVXL DRINK SNIFF YL	\$0.50
24-0305-00	Paper Roll Extech Large	\$4.00
26-0040-00	MANUAL OPERATORS ASIV GREEN/RED DOT	\$7.00
26-0140-20	GUIDE QUICK REFERENCE LAMINATD FST	\$0.95
29-0220-00	CASE INSERT P/1120 BOTTOM AS4	\$2.10

29-0230-00	CASE INSERT P/1120 TOP	\$1.65
29-0310-00	CASE KIT P/1120 ASIV	\$39.50
29-0320-00	CASE P/1120 BLACK ONLY	\$27.50
29-0430-00	P/1470 CASE/YELLOW	\$180.00
29-0630-00	CASE MOLDED FST/AS3	\$14.00
Parts - Fuel Cells		
Item #	Description	Price
27-4590-05	FUEL CELL LOW LOSS (F64-05)	\$150.00*
27-4650-25	FUEL CELL SCREENER (F65-11)	\$150.00*
27-4675-00	FUEL CELL ASVXL W/SAMPLER (F263-01)	\$150.00*
Parts - Other		
Item #	Description	Price
27-0490-00	CASE FRONT AS4 ASSEMBLY	\$52.50*
27-1530-00	ELEC CON 52 PIN PLCC IC SOCKET	\$5.00*
27-1605-00	ELEC CON AA ALK BATT HOLDER ASVXL	\$28.50*
27-1620-00	ELEC CON 9V BATTERY HLDR BOX	\$5.00*
27-2035-00	ELEC CON ASV CRADLE	\$9.75*
27-4475-00	ELEC SWITCH RIGHT ANGLE ASVXL	\$5.00*
27-4730-00	HRDW BREATH MANIFOLD ASSY AS4	\$67.50*
27-5610-00	HRDW SPRING TORSION AS4	\$2.00*
27-6010-00	LABEL BACK AS4 STANDARD	\$4.90*
27-6110-00	LABEL FRONT AS4 W/DOT ENGLISH	\$4.10*
27-6135-00	LABEL FRONT AS4 WINDOWED	\$2.25*
27-6450-00	MECH DIAPHRAGM AS4	\$5.00*
27-6455-00	MECH DIAPHRAGM/PLUNGER ASSY	\$13.25*
27-6570-00	MECH RETAINER AS4	\$5.00*
27-6830-00	POWER BATTERY 9V ALKALINE	\$3.00*
27-7920-00	HRDW GASKET CASE SAMPLER ASVXL	\$1.00*
27-9006-00	ELEC PCB ASVXL BATTERY	\$25.00*
27-9007-00	ELEC PCB ASVXL BEZEL W/FLEXTAIL	\$70.00*
27-9008-00	ELEC PCB ASVXL MOTHERBOARD	\$235.00*
27-9720-00	I/O MODEM EXTERNAL 56K	\$100.00*
27-9788-00	CABLE POWER ENTRY POA-ASVXL	\$14.00*
27-9800-00	POWER BATTERY AA ALKALINE	\$0.75*

*Prevailing List Price at time of order will apply

Pricing contained in this Contract does not include Freight/Delivery/Shipping Charges. Applicable Freight/Delivery/Shipping charges will be added to invoice.

LABOR RATE – AS4 XL & AS5 SL

Standard Labor Rate - \$75.00 per Hour

Note: All repairs include a 1 hour minimum labor charge of \$75.00 (plus parts)


The Contract shall not exceed \$90,941.00 for the term of October 17, 2021 through and including October 16, 2022.

2. A true and correct copy of the ORIGINAL CONTRACT is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of the AMENDMENT NUMBER ONE is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO is attached hereto as Exhibit C and incorporated by this reference.
5. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER TWO except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER THREE, remain unchanged and in full force and effect.


-Signature Page Follows-

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER THREE to Contract number MA-060-17011987.

*Contractor: Intoximeters Inc.

By:  Title: President
 Print Name: Christopher H. Dalton Date: _____

*Contractor: Intoximeters Inc.

By:  Title: CEO - Secretary
 Print Name: M. Rankine Forrester Date: 7/8/2021

**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

MA-060-17011987
with
Intoximeters Inc.
for
Parts and Accessories for Alcosensor Instruments

This Contract MA-060-17011987 for parts and accessories for Alcosensor Instruments (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 Intoximeters Inc., with a place of business at 2081 Craig Road Saint Louis, MO 63146 (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 Services
Attachment B – Payment

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Parts and Accessories for Alcosensor Instruments under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Parts and Accessories for Alcosensor Instruments 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 for Parts and Accessories for Alcosensor Instruments with the Contractor;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties mutually agree as follows:

DEFINITIONS

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

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. 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 contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. 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. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- 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 warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all

costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 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 Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. **INSURANCE PROVISIONS**

Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

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:

Coverage

Minimum Limits

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 00 12, CA 00 20, or a substitute form providing liability coverage 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, employees and agents*** 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.

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, employees and agents***, 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, employees and agents 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 001 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 the County's specific written approval.

Q. **Change of Ownership:** 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 terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

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.

T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES

- harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. 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.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and

other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this 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 such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

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 two calendar year from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for Three (3) 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.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a) Terminate the Contract immediately, pursuant to Section K herein;

- b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
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:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
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. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

10. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

11. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

12. **County of Orange Child Support Enforcement:** All Contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the Contract administrator, the Purchasing Agent, or the agency/department Deputy Purchasing Agent:
- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
 - B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;
 - C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

13. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
14. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and

the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

15. Disputes – Contract:

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 - 1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

16. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and

- d. Penalties that may be imposed upon employees for drug abuse violations.
- 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- 1. The Contractor has made false certification, or
 - 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
21. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange 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 the County pays \$600 or more or with whom the 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

22. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

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

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

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

24. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
25. **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), 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: Intoximeters Inc.
2081 Craig Road
Saint Louis, MO 63146
Attn: Todd Hall
Ph: 909-556-6682
Email:THALL@INTOX.COM

County: Sheriff-Coroner Department
320 N. Flower Street, 5th Floor
Santa Ana, CA 92703
Attn: Maria Manriquez
Ph: 714-834-6301
Email: MNM@occl.ocgov.com

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


26. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
27. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
28. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
29. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

-Signature Page to Follow-


Signature Page

The Parties hereto have executed this Contract# MA-060-17011987 for the Purchase of Parts and Accessories for Alcosensor Instruments on the dates shown opposite their respective signatures below

Contractor*:Intoximeters Inc.

By:  Title: CEO/Secretary
 Print Name: M. Rankine Forrester Date: 9/13/17

Contractor*:Intoximeters Inc.

By:  Title: President
 Print Name: Christopher H. Dalton Date: 9/18/17

**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: PURCHASING MANAGER
 Print Name: DWIGHT DOPPING Date: 10/17/2017

Approved by the Board of Supervisors: 10/17/2017

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

By: 
 Deputy

ATTACHMENT A**Scope of Work****I. Requirements:**

Contractor shall provide to County items at the pricing listed in this Contract, as set forth in Attachment B and incorporated by reference. Contractor shall receive orders via phone, email, or facsimile.

Instruments	
Item #	Description
13-0360-10	ASIV (F21-03/F350-02) USA SENSOR BLANK
40-0010-06	AS FST (F224-01) 3S BRAC LOW LOSS
Peripherals	
Item #	Description
20-0400-00	SOFTWARE ASIVXL POA
20-2000-02	SOFTWARE INTOXNET 6 CHANNEL
21-0190-20	Datamax Printer Apex with Card Reader
27-0825-00	CASE WRIST STRAP INTOXIMETERS
27-2465-00	ELEC IC 5V POWER SUPPLY***
27-5807-00	ASVXL I/O Keyboard
27-9405-05	Power Adapter 12V Cig Lighter
27-9660-00	Power Supply POA
27-9670-00	POWER PLUG POA POWER SUPPLY
28-0010-00	CABLE DB9 F SER - DB25 M SER 6FT
28-0100-00	GENDER CHANGER 9 PIN M-M MINI
34-0000-99	DOCK ASVXL(F245-02)CRADLE POA KYBPR
34-2000-00	DOCK ASVXL DESKTOP STANDARD
Supplies	
Item #	Description
22-0060-01	DRYGAS 108L/103PPM(.038)C
22-0080-01	DRYGAS 108L/223PPM(.082)C
22-0220-00	DRYGAS REGULATOR 10LPM PUSH BUTTON
22-0640-00	DRYGAS REGULATOR 6LPM PUSH BUTTON
22-0850-00	DRYGAS 108L/544PPM(.110)U
22-0850-00	DRYGAS 108L/544PPM(.110)U
22-0890-00	DRYGAS 108L/286.5PPM(.200)C
23-0000-00	MOUTHPIECE ASIV OR ECIR
23-0120-00	MOUTHPIECE FST
23-0130-10	MOUTHPIECE CUP PASSIVE FST SOFT BLU
23-0160-00	MOUTHPIECE ASVXL
23-0190-00	MOUTHPIECE FST/ASVXL DRINK SNIFF YL
24-0305-00	Paper Roll Exttech Large

Supplies (cont.)	
26-0040-00	MANUAL OPERATORS ASIV GREEN/RED DOT
26-0140-20	GUIDE QUICK REFERENCE LAMINATD FST
29-0220-00	CASE INSERT P/1120 BOTTOM AS4
29-0230-00	CASE INSERT P/1120 TOP
29-0310-00	CASE KIT P/1120 ASIV
29-0320-00	CASE P/1120 BLACK ONLY
29-0430-00	P/1470 CASE/YELLOW
29-0630-00	CASE MOLDED FST/AS3
Parts - Fuel Cells	
Item #	Description
27-4590-05	FUEL CELL LOW LOSS (F64-05)
27-4650-05	FUEL CELL EVIDENTIAL***
27-4650-25	FUEL CELL SCREENER (F65-11)
27-4660-05	FUEL CELL PEAK (F65-12)
27-4675-00	FUEL CELL ASVXL W/SAMPLER (F263-01)
Parts - Other	
Item #	Description
27-0160-00	CASE BACK AS4
27-0160-05	CASE BACK ASIV ASSEMBLY*
27-0165-00	CASE BACK ASVXL W/BLEU INSERT*
27-0210-00	CASE BATTERY PAD AS4
27-0230-00	CASE BATTERY COVER W/FOAM AS4
27-0235-00	CASE BATTERY COVER W/SCREW ASVXL
27-0400-00	CASE COVER CLIP ASIV - METAL
27-0400-05	CASE COVER CLIP ASIV - MOLDED
27-0460-00	CASE DISPLAY BEZEL W/WINDOW
27-0490-00	CASE FRONT AS4 ASSEMBLY
27-0495-00	CASE FRONT ASVXL W/BLEU INSERT*
27-0565-00	CASE MAGNET ASVXL*
27-0810-00	CASE WINDOW RED
27-1220-00	ELEC CAP 3300UF ELC RD.200 20% 6.3V
27-1530-00	ELEC CON 52 PIN PLCC IC SOCKET
27-1605-00	ELEC CON AA ALK BATT HOLDER ASVXL
27-1620-00	ELEC CON 9V BATTERY HLDR BOX
27-2035-00	ELEC CON ASV CRADLE*
27-2070-00	ELEC DIODE MOSFET N-CH 20V 6.5A ASVXL Q8
27-2275-00	IC POA MOV ELEC DIODE***
27-4470-00	ELEC SWITCH SHORT PLUNGER ASIV*
27-4475-00	ELEC SWITCH RIGHT ANGLE ASVXL*
27-4480-00	ELEC SWITCH LONG PLUNGER ASIV*
27-4730-00	HRDW BREATH MANIFOLD ASSY AS4**

27-4961-00	HRDW KEYCAP RED
27-4962-00	HRDW KEYCAP GREY
27-5038-00	HRDW OPTICAL ASVXL LIGHT PIPE*
27-5050-00	HRDW PAD AS4 BREATH THERMISTOR
27-5060-00	HRDW PAD BREATH THERM CONNECTOR CAP
27-5600-00	HRDW SPRING SET BUTTON ASIV
27-5610-00	HRDW SPRING TORSION AS4
27-5920-00	KIT FILTER MOD AS4
27-6010-00	LABEL BACK AS4 STANDARD
27-6010-19	LABEL BACK AS4XL POA
27-6020-00	LABEL BACK AS4 WINDOWED
27-6110-00	LABEL FRONT AS4 W/DOT ENGLISH
27-6130-18	LABEL FRONT AS4XL
27-6135-00	LABEL FRONT AS4 WINDOWED
27-6320-00	MECH ACTUATOR LATCH ASIV
27-6330-00	MECH ACTUATOR LATCH PIVOT ASIV
27-6340-00	MECH ACTUATOR RETAINER PIVOT ASIV
27-6350-00	MECH ACTUATOR SLIDE ASIV
27-6360-00	MECH AS4 SMPL BASE
27-6450-00	MECH DIAPHRAGM AS4
27-6455-00	MECH DIAPHRAGM/PLUNGER ASSY
27-6500-00	MECH MPC COUPLER
27-6520-00	MECH MPC RETAINER
27-6570-00	MECH RETAINER AS4
27-6580-00	MECH SMPL ASSEMBLY AS4
27-6596-00	MECH SMPL PRESSURE INLET ASVXL*
27-6597-00	MECH SMPL INLET ASVXL
27-6830-00	POWER BATTERY 9V ALKALINE
27-7230-00	ELEC SWITCH POWER AS4*
27-7370-00	TUBE INLET TEFLON
27-7920-00	HRDW GASKET CASE SAMPLER ASVXL
27-9005-00	ELEC PCB ASVXL BAROMETER*
27-9006-00	ELEC PCB ASVXL BATTERY*
27-9007-00	ELEC PCB ASVXL BEZEL W/FLEXTAIL*
27-9007-05	ELEC PCB ASVXL BEZEL KEYPAD
27-9008-00	ELEC PCB ASVXL MOTHERBOARD*
27-9425-00	CASE PLUG BACK
27-9720-00	I/O MODEM EXTERNAL 56K
27-9788-00	CABLE POWER ENTRY POA-ASVXL
27-9800-00	POWER BATTERY AA ALKALINE
27-9818-50	CASE FST SURE-GRIP YELLOW COMP W/MAGNETS
27-9976-01	LABEL ASVXL
87-3032-02	CHIP ASIV VS00032-01 REV B

***Shall be installed by Contractor, including soldering to the PCB.**

****Shall be installed by Contractor, including flow calibration to be completed after installation.**

*****Shall be installed by Contractor.**

LABOR- AS4 XL & AS5 XL

All repairs include a 1 hour minimum labor charge as specified in Attachment B (plus parts). Labor Rate applies and will be charged for those products marked with *, **or *** only. All other products do not require Contractor installation and/or service and thus there shall be no labor charges associated with other products.

ATTACHMENT B**Compensation and Pricing Provisions**

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Parts and Accessories for Alcosensor Instruments as set forth in Attachment A, "Scope of Work. Contract shall not exceed \$209,982.00 per Contract term. Miscellaneous Parts and Accessories for Alcosensor Instruments may be purchased against this Contract at a not to exceed amount of \$500.00 per line item.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.**

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

Instruments		
Item #	Description	Price
13-0360-10	ASIV (F21-03/F350-02) USA SENSOR BLANK	\$665.00
40-0010-06	AS FST (F224-01) 3S BRAC LOW LOSS	\$490.00
Peripherals		
Item #	Description	Price
20-0400-00	SOFTWARE ASIVXL POA	\$300.00
20-2000-02	SOFTWARE INTOXNET 6 CHANNEL	\$200.00
21-0190-20	Datamax Printer Apex with Card Reader	\$675.00
27-0825-00	CASE WRIST STRAP INTOXIMETERS	\$2.50
27-2465-00	ELEC IC 5V POWER SUPPLY***	\$55.00
27-5807-00	ASVXL I/O Keyboard	\$60.00
27-9405-05	Power Adapter 12V Cig Lighter	\$75.00
27-9660-00	Power Supply POA	\$100.00
27-9670-00	POWER PLUG POA POWER SUPPLY	\$6.00
28-0010-00	CABLE DB9 F SER - DB25 M SER 6FT	\$19.00
28-0100-00	GENDER CHANGER 9 PIN M-M MINI	\$6.00
34-0000-99	DOCK ASVXL(F245-02)CRADLE POA KYBPR	\$130.00
34-2000-00	DOCK ASVXL DESKTOP STANDARD	\$175.00
Supplies		
Item #	Description	Price
22-0060-01	DRYGAS 108L/103PPM(.038)C	\$154.00
22-0080-01	DRYGAS 108L/223PPM(.082)C	\$154.00
22-0220-00	DRYGAS REGULATOR 10LPM PUSH BUTTON	\$109.00

22-0640-00	DRYGAS REGULATOR 6LPM PUSH BUTTON	\$112.00
22-0850-00	DRYGAS 108L/544PPM(.110)U	\$154.00
22-0850-00	DRYGAS 108L/544PPM(.110)U (For Qty purchased 24+ per invoice)	\$119.00
22-0890-00	DRYGAS 108L/286.5PPM(.200)C	\$154.00
23-0000-00	MOUTHPIECE ASIV OR ECIR	
	200-499	\$0.26
	500-999	\$0.25
	1000-4999	\$0.24
	5000-9999	\$0.22
	10000+	\$0.19
23-0120-00	MOUTHPIECE FST	
	200-499	\$0.26
	500-999	\$0.25
	1000-4999	\$0.24
	5000-9999	\$0.22
	10000+	\$0.19
23-0130-10	MOUTHPIECE CUP PASSIVE FST SOFT BLU	\$0.50
23-0160-00	MOUTHPIECE ASVXL	
	200-499	\$0.26
	500-999	\$0.25
	1000-4999	\$0.24
	5000-9999	\$0.22
	10000+	\$0.19
23-0190-00	MOUTHPIECE FST/ASVXL DRINK SNIFF YL	\$0.50
24-0305-00	Paper Roll Extech Large	\$4.00
26-0040-00	MANUAL OPERATORS ASIV GREEN/RED DOT	\$7.00
26-0140-20	GUIDE QUICK REFERENCE LAMINATD FST	\$0.95
29-0220-00	CASE INSERT P/1120 BOTTOM AS4	\$2.10
29-0230-00	CASE INSERT P/1120 TOP	\$1.65
29-0310-00	CASE KIT P/1120 ASIV	\$39.50
29-0320-00	CASE P/1120 BLACK ONLY	\$27.50
29-0430-00	P/1470 CASE/YELLOW	\$180.00
29-0630-00	CASE MOLDED FST/AS3	\$14.00
Parts - Fuel Cells		

Item #	Description	Price
27-4590-05	FUEL CELL LOW LOSS (F64-05)	\$150.00
27-4650-05	FUEL CELL EVIDENTIAL***	\$150.00
27-4650-25	FUEL CELL SCREENER (F65-11)	\$150.00
27-4660-05	FUEL CELL PEAK (F65-12)	\$150.00
27-4675-00	FUEL CELL ASVXL W/SAMPLER (F263-01)	\$150.00
Parts - Other		
Item #	Description	Price
27-0160-00	CASE BACK AS4	\$23.00
27-0160-05	CASE BACK ASIV ASSEMBLY	\$82.50
27-0165-00	CASE BACK ASVXL W/BLOCK INSERT*	\$12.00
27-0210-00	CASE BATTERY PAD AS4	\$0.45
27-0230-00	CASE BATTERY COVER W/FOAM AS4	\$7.50
27-0235-00	CASE BATTERY COVER W/SCREW ASVXL	\$3.00
27-0400-00	CASE COVER CLIP ASIV - METAL	\$3.00
27-0400-05	CASE COVER CLIP ASIV - MOLDED	\$2.25
27-0460-00	CASE DISPLAY BEZEL W/WINDOW	\$9.00
27-0490-00	CASE FRONT AS4 ASSEMBLY	\$37.00
27-0495-00	CASE FRONT ASVXL W/BLOCK INSERT*	\$6.00
27-0565-00	CASE MAGNET ASVXL*	\$8.90
27-0810-00	CASE WINDOW RED	\$1.00
27-1220-00	ELEC CAP 3300UF ELC RD.200 20% 6.3V	\$1.60
27-1530-00	ELEC CON 52 PIN PLCC IC SOCKET	\$5.00
27-1605-00	ELEC CON AA ALK BATT HOLDER ASVXL	\$19.00
27-1620-00	ELEC CON 9V BATTERY HLDR BOX	\$5.00
27-2035-00	ELEC CON ASV CRADLE*	\$9.75
27-2070-00	ELEC DIODE MOSFET N-CH 20V 6.5A ASVXL Q8	\$1.95
27-2275-00	IC POA MOV ELEC DIODE***	\$1.00
27-4470-00	ELEC SWITCH SHORT PLUNGER*	\$3.30
27-4475-00	ELEC SWITCH RIGHT ANGLE ASVXL*	\$5.00
27-4480-00	ELEC SWITCH LONG PLUNGER*	\$3.60
27-4730-00	HRDW BREATH MANIFOLD ASSY AS4**	\$60.00
27-4961-00	HRDW KEYCAP RED	\$0.80
27-4962-00	HRDW KEYCAP GREY	\$0.80
27-5038-00	HRDW OPTICAL ASVXL LIGHT PIPE*	\$4.50
27-5050-00	HRDW PAD AS4 BREATH THERMISTOR	\$0.30
27-5060-00	HRDW PAD BREATH THERM CONNECTOR CAP	\$0.50
27-5600-00	HRDW SPRING SET BUTTON ASIV	\$3.00
27-5610-00	HRDW SPRING TORSION AS4	\$2.00
27-5920-00	KIT FILTER MOD AS4	\$3.00
27-6010-00	LABEL BACK AS4 STANDARD	\$4.90
27-6010-19	LABEL BACK AS4XL POA	\$5.00
27-6020-00	LABEL BACK AS4 WINDOWED	\$7.00

27-6110-00	LABEL FRONT AS4 W/DOT ENGLISH	\$4.10
27-6130-18	LABEL FRONT AS4XL	\$5.00
27-6135-00	LABEL FRONT AS4 WINDOWED	\$2.25
27-6320-00	MECH ACTUATOR LATCH ASIV	\$2.00
27-6330-00	MECH ACTUATOR LATCH PIVOT ASIV	\$1.50
27-6340-00	MECH ACTUATOR RETAINER PIVOT ASIV	\$1.50
27-6350-00	MECH ACTUATOR SLIDE ASIV	\$3.80
27-6360-00	MECH AS4 SMPL BASE	\$4.00
27-6450-00	MECH DIAPHRAGM AS4	\$5.00
27-6455-00	MECH DIAPHRAGM/PLUNGER ASSY	\$13.25
27-6500-00	MECH MPC COUPLER	\$1.80
27-6520-00	MECH MPC RETAINER	\$2.20
27-6570-00	MECH RETAINER AS4	\$5.00
27-6580-00	MECH SMPL ASSEMBLY AS4	\$31.00
27-6596-00	MECH SMPL PRESSURE INLET ASVXL*	\$1.95
27-6597-00	MECH SMPL INLET ASVXL	\$0.95
27-6830-00	POWER BATTERY 9V ALKALINE	\$3.00
27-7230-00	ELEC SWITCH POWER AS4*	\$6.30
27-7370-00	TUBE INLET TEFLON	\$1.00
27-7920-00	HRDW GASKET CASE SAMPLER ASVXL	\$1.00
27-9005-00	ELEC PCB ASVXL BAROMETER*	\$95.00
27-9006-00	ELEC PCB ASVXL BATTERY*	\$25.00
27-9007-00	ELEC PCB ASVXL BEZEL W/FLEXTAIL*	\$70.00
27-9007-05	ELEC PCB ASVXL BEZEL KEYPAD	\$26.00
27-9008-00	ELEC PCB ASVXL MOTHERBOARD*	\$235.00
27-9425-00	CASE PLUG BACK	\$1.50
27-9720-00	I/O MODEM EXTERNAL 56K	\$100.00
27-9788-00	CABLE POWER ENTRY POA-ASVXL	\$14.00
27-9800-00	POWER BATTERY AA ALKALINE	\$0.75
27-9818-50	CASE FST SURE-GRIP YELLOW COMP W/MAGNETS	\$5.00
27-9976-01	LABEL ASVXL	\$3.00
87-3032-02	CHIP ASIV VS00032-01 REV B	\$65.00

*Shall be installed by Contractor, including soldering to the PCB.

**Shall be installed by Contractor, including flow calibration to be completed after installation.

***Shall be installed by Contractor.

Pricing contained in this Contract does not include Freight/Delivery/Shipping Charges. Applicable Freight/Delivery/Shipping charges will be added to invoice.

LABOR RATE – AS4 XL & AS5 XL

Standard Labor Rate = \$75.00 per Hour

Note: All repairs include a 1 hour minimum labor charge of \$75.00 (plus parts).

Labor Rate applies and will be charged for those marked with *, ** or *** only. All other products do not require Contractor installation and/or service and thus there shall be no labor charges associated with other products.

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

Payments made by the County shall not preclude the right of the 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:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. 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
Forensic Science Services
320 N. Flower Street, 5th Floor
Santa Ana, CA 92703
Attn: Maria Manriquez
Ph: 714-834-6301
Email: MNM@occl.ocgov.com

9. Payment (Electronic Funds Transfer (EFT))

The County of Orange 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 the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in the bid. 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

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-17011987
BETWEEN THE
COUNTY OF ORANGE
AND
INTOXIMETERS INC.

This AMENDMENT NUMBER ONE to Contract number MA-060-17011987 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Intoximeters Inc. (hereinafter "CONTRACTOR") with a business address of 2081 Craig Road Saint Louis, MO 63179-8003, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract for parts and accessories for Alcosensor Instruments on October 17, 2017, as Contract Number MA-060-17011987 (hereinafter "ORIGINAL CONTRACT"), for a two (2) year term of October 17, 2017 through and including October 16, 2019 renewable for three (3) additional one (1) year terms; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as Contract Number MA-060-20010078 for a one (1) year term of October 17, 2019 through and including October 16, 2020 in an amount not to exceed of \$104,991.00 and update Instrument Item #40-0010-06 to Item #40-2010-06 in Attachment A, Scope of Work and Attachment B, Pricing (hereinafter "AMENDMENT NUMBER ONE"); and

WHEREAS, COUNTY desires to amend Paragraph Q, Change of Ownership, of the ORIGINAL CONTRACT in its entirety, and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Paragraph Q herein;

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 in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 10/17/17 through and including 10/16/20, unless otherwise terminated by COUNTY. The period of 10/17/17 through and including 10/16/19 shall be known as Contract number MA-060-17011987. The period of 10/17/19 through and including 10/16/20 shall be known as Contract number MA-060-20010078. This Contract may be renewed for two (2) additional one (1) year terms,

upon mutual written agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is it required to give Contractor prior notice of its intent not to renew.

- b. Attachment B, Compensation and Pricing Provisions, Section 1 – Compensation, of the ORIGINAL CONTRACT is amended in part as follows:

The Contract shall not exceed \$104,991.00 for the one (1) year term of October 17, 2019 through and including October 16, 2020.

- c. All references to instrument Item #40-0010-06 in Attachments A and B of the ORIGINAL CONTRACT are replaced with Item # 40-2010-06.

- d. General Terms and Conditions, Paragraph Q, Change of Ownership, of the ORIGINAL CONTRACT, is amended in its entirety as follows:

Q. Change of Ownership: 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 satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-

17011987) is attached hereto as Exhibit A and incorporated by this reference.

3. All other provisions of the ORIGINAL CONTRACT except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ONE, remain unchanged and in full force and effect.

-Signature Page Follows-

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ONE to Contract number MA-060-17011987.

***Contractor:** Intoximeters Inc.

By: [Signature] Title: CEO/Secretary
 Print Name: M. Rankine Forrester Date: 8/14/19

***Contractor:** Intoximeters Inc.

By: [Signature] Title: President
 Print Name: Christopher H. Dalton Date: 8/14/19

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: [Signature] Title: Supv. PCS
 Print Name: Vicki Towner Date: 10/3/19

Approved by the Board of Supervisors: 9/24/19

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

By: [Signature]
 Deputy

AMENDMENT NUMBER TWO
TO
CONTRACT MA-060-17011987
BETWEEN THE
COUNTY OF ORANGE
AND
INTOXIMETERS INC.

This AMENDMENT NUMBER TWO to Contract number MA-060-17011987 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Intoximeters Inc. (hereinafter "CONTRACTOR") with a business address of 2081 Craig Road Saint Louis, MO 63179-8003, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract for parts and accessories for Alcosensor Instruments on October 17, 2017, as Contract Number MA-060-17011987 (hereinafter "ORIGINAL CONTRACT"), for a two (2) year term of October 17, 2017 through and including October 16, 2019 renewable for three (3) additional one (1) year terms; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on October 8, 2019 as Contract Number MA-060-20010078 for a one (1) year term of October 17, 2019 through and including October 16, 2020 in an amount not to exceed of \$104,991.00 and updated Instrument Item #40-0010-06 to Item #40-2010-06 in Attachment A, Scope of Work and Attachment B, Pricing (hereinafter "AMENDMENT NUMBER ONE"); and

WHEREAS, COUNTY and CONTRACTOR amended Paragraph Q., Change of Ownership, of the ORIGINAL CONTRACT in its entirety, and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Paragraph Q herein;

WHEREAS, COUNTY and CONTRACTOR desires to renew the ORIGINAL CONTRACT for a one year term of October 17, 2020 through and including October 16, 2021 in an amount not to exceed of \$101,941.00 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;

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 in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 10/17/17 through and including 10/16/21, unless otherwise terminated by COUNTY. The period of 10/17/17 through and including 10/16/19 shall be known as Contract number MA-060-17011987. The period of 10/17/19 through and including 10/16/21 shall be known as Contract number MA-060-20010078. This Contract may be renewed for one (1) year term, upon mutual written agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is it required to give Contractor prior notice of its intent not to renew. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give reason if it elects not to renew.

b. Additional Terms and Conditions, Section 3 – Renewals, of the ORIGINAL CONTRACT is deleted.

c. Attachment B, Compensation and Pricing Provisions, Section 1- Compensation, of the ORIGINAL CONTRACT is amended in part as follows:

The Contract shall not exceed \$101,941.00 for the one (1) year term of October 17, 2020 through and including October 16, 2021.

d. Attachment A, Scope of Work of the ORIGINAL CONTRACT is amended in its entirety as follows:

Instruments	
Item #	Description
13-0360-10	ASIV (F21-03/F350-02) USA SENSOR BLANK
40-2010-06	AS FST (F224-01) 3S BRAC LOW LOSS
Peripherals	
Item #	Description
20-0400-00	SOFTWARE ASIVXL POA
20-2000-02	SOFTWARE INTOXNET 6 CHANNEL
21-0190-20	Datamax Printer Apex with Card Reader
27-0825-00	CASE WRIST STRAP INTOXIMETERS
27-2465-00	ELEC IC 5V POWER SUPPLY
27-5807-00	ASVXL I/O Keyboard
27-9405-05	Power Adapter 12V Cig Lighter
27-9660-00	Power Supply POA
27-9670-00	POWER PLUG POA POWER SUPPLY
28-0010-00	CABLE DB9 F SER - DB25 M SER 6FT
28-0100-00	GENDER CHANGER 9 PIN M-M MINI
34-0000-99	DOCK ASVXL(F245-02)CRADLE POA KYBPR
34-2000-00	DOCK ASVXL DESKTOP STANDARD

Supplies	
Item #	Description
22-0060-01	DRYGAS 108L/103PPM(.038)C
22-0080-01	DRYGAS 108L/223PPM(.082)C
22-0220-00	DRYGAS REGULATOR 10LPM PUSH BUTTON
22-0640-00	DRYGAS REGULATOR 6LPM PUSH BUTTON
22-0850-00	DRYGAS 108L/544PPM(.110)U
22-0850-00	DRYGAS 108L/544PPM(.110)U
22-0890-00	DRYGAS 108L/286.5PPM(.200)C
23-0000-00	MOUTHPIECE ASIV OR ECIR
23-0120-00	MOUTHPIECE FST
23-0130-10	MOUTHPIECE CUP PASSIVE FST SOFT BLU
23-0160-00	MOUTHPIECE ASVXL
23-0190-00	MOUTHPIECE FST/ASVXL DRINK SNIFF YL
24-0305-00	Paper Roll Exttech Large
Supplies (cont.)	
26-0040-00	MANUAL OPERATORS ASIV GREEN/RED DOT
26-0140-20	GUIDE QUICK REFERENCE LAMINATD FST
29-0220-00	CASE INSERT P/1120 BOTTOM AS4
29-0230-00	CASE INSERT P/1120 TOP
29-0310-00	CASE KIT P/1120 ASIV
29-0320-00	CASE P/1120 BLACK ONLY
29-0430-00	P/1470 CASE/YELLOW
29-0630-00	CASE MOLDED FST/AS3
Parts - Fuel Cells	
Item #	Description
27-4590-05	FUEL CELL LOW LOSS (F64-05)
27-4650-25	FUEL CELL SCREENER (F65-11)
27-4675-00	FUEL CELL ASVXL W/SAMPLER (F263-01)
Parts - Other	
Item #	Description
27-0490-00	CASE FRONT AS4 ASSEMBLY
27-1530-00	ELEC CON 52 PIN PLCC IC SOCKET
27-1605-00	ELEC CON AA ALK BATT HOLDER ASVXL
27-1620-00	ELEC CON 9V BATTERY HLDR BOX
27-2035-00	ELEC CON ASV CRADLE
27-4475-00	ELEC SWITCH RIGHT ANGLE ASVXL
27-4730-00	HRDW BREATH MANIFOLD ASSY AS4
27-5610-00	HRDW SPRING TORSION AS4
27-6010-00	LABEL BACK AS4 STANDARD

27-6110-00	LABEL FRONT AS4 W/DOT ENGLISH
27-6135-00	LABEL FRONT AS4 WINDOWED
27-6450-00	MECH DIAPHRAGM AS4
27-6455-00	MECH DIAPHRAGM/PLUNGER ASSY
27-6570-00	MECH RETAINER AS4
27-6830-00	POWER BATTERY 9V ALKALINE
27-7920-00	HRDW GASKET CASE SAMPLER ASVXL
27-9006-00	ELEC PCB ASVXL BATTERY
27-9007-05	ELEC PCB ASVXL BEZEL KEYPAD
27-9008-00	ELEC PCB ASVXL MOTHERBOARD
27-9720-00	I/O MODEM EXTERNAL 56K
27-9788-00	CABLE POWER ENTRY POA-ASVXL
27-9800-00	POWER BATTERY AA ALKALINE

LABOR- AS4 XL & AS5 XL

All repairs include a 1 hour minimum labor charge as specified in Attachment B (plus parts).

- e. Attachment B, Compensation and Pricing Provision, Section 2 Fees and Charges of the ORIGINAL CONTRACT is amended in its entirety as follows:

Instruments		
Item #	Description	Price
13-0360-10	ASIV (F21-03/F350-02) USA SENSOR BLANK	\$665.00
40-2010-06	AS FST (F224-01) 3S BRAC LOW LOSS	\$490.00
Peripherals		
Item #	Description	Price
20-0400-00	SOFTWARE ASIVXL POA	\$300.00
20-2000-02	SOFTWARE INTOXNET 6 CHANNEL	\$200.00
21-0190-20	Datamax Printer Apex with Card Reader	\$675.00
27-0825-00	CASE WRIST STRAP INTOXIMETERS	\$2.50
27-2465-00	ELEC IC 5V POWER SUPPLY	\$55.00
27-5807-00	ASVXL I/O Keyboard	\$60.00
27-9405-05	Power Adapter 12V Cig Lighter	\$75.00
27-9660-00	Power Supply POA	\$100.00
27-9670-00	POWER PLUG POA POWER SUPPLY	\$6.00
28-0010-00	CABLE DB9 F SER - DB25 M SER 6FT	\$19.00
28-0100-00	GENDER CHANGER 9 PIN M-M MINI	\$6.00
34-0000-99	DOCK ASVXL(F245-02)CRADLE POA KYBPR	\$130.00
34-2000-00	DOCK ASVXL DESKTOP STANDARD	\$175.00

Supplies		
Item #	Description	Price
22-0060-01	DRYGAS 108L/103PPM(.038)C	\$154.00
22-0080-01	DRYGAS 108L/223PPM(.082)C	\$154.00
22-0220-00	DRYGAS REGULATOR 10LPM PUSH BUTTON	\$109.00
22-0640-00	DRYGAS REGULATOR 6LPM PUSH BUTTON	\$112.00
22-0850-00	DRYGAS 108L/544PPM(.110)U	\$154.00
22-0850-00	DRYGAS 108L/544PPM(.110)U	\$119.00
22-0890-00	DRYGAS 108L/286.5PPM(.200)C	\$154.00
23-0000-00	MOUTHPIECE ASIV OR ECIR	
	200-499	\$0.26
	500-999	\$0.25
	1000-4999	\$0.24
	5000-9999	\$0.22
	10000+	\$0.19
23-0120-00	MOUTHPIECE FST	
	200-499	\$0.26
	500-999	\$0.25
	1000-4999	\$0.24
	5000-9999	\$0.22
	10000+	\$0.19
23-0130-10	MOUTHPIECE CUP PASSIVE PST SOFT BLU	\$0.50
23-0160-00	MOUTHPIECE ASVXL	
	200-499	\$0.26
	500-999	\$0.25
	1000-4999	\$0.24
	5000-9999	\$0.22
	10000+	\$0.19
23-0190-00	MOUTHPIECE FST/ASVXL DRINK SNIFF YL	\$0.50
24-0305-00	Paper Roll Extech Large	\$4.00
26-0040-00	MANUAL OPERATORS ASIV GREEN/RED DOT	\$7.00
26-0140-20	GUIDE QUICK REFERENCE LAMINATD PST	\$0.95
29-0220-00	CASE INSERT P/1120 BOTTOM AS4	\$2.10

29-0230-00	CASE INSERT P/1120 TOP	\$1.65
29-0310-00	CASE KIT P/1120 ASIV	\$39.50
29-0320-00	CASE P/1120 BLACK ONLY	\$27.50
29-0430-00	P/1470 CASE/YELLOW	\$180.00
29-0630-00	CASE MOLDED FST/AS3	\$14.00
Parts - Fuel Cells		
Item #	Description	Price
27-4590-05	FUEL CELL LOW LOSS (F64-05)	\$150.00*
27-4650-25	FUEL CELL SCREENER (F65-11)	\$150.00*
27-4675-00	FUEL CELL ASVXL W/SAMPLER (F263-01)	\$150.00*
Parts - Other		
Item #	Description	Price
27-0490-00	CASE FRONT AS4 ASSEMBLY	\$52.50*
27-1530-00	ELEC CON 52 PIN PLCC IC SOCKET	\$5.00*
27-1605-00	ELEC CON AA ALK BATT HOLDER ASVXL	\$28.50*
27-1620-00	ELEC CON 9V BATTERY HLDR BOX	\$5.00*
27-2035-00	ELEC CON ASV CRADLE	\$9.75*
27-4475-00	ELEC SWITCH RIGHT ANGLE ASVXL	\$5.00*
27-4730-00	HRDW BREATH MANIFOLD ASSY AS4	\$67.50*
27-5610-00	HRDW SPRING TORSION AS4	\$2.00*
27-6010-00	LABEL BACK AS4 STANDARD	\$4.90*
27-6110-00	LABEL FRONT AS4 W/DOT ENGLISH	\$4.10*
27-6135-00	LABEL FRONT AS4 WINDOWED	\$2.25*
27-6450-00	MECH DIAPHRAGM AS4	\$5.00*
27-6455-00	MECH DIAPHRAGM/PLUNGER ASSY	\$13.25*
27-6570-00	MECH RETAINER AS4	\$5.00*
27-6830-00	POWER BATTERY 9V ALKALINE	\$3.00*
27-7920-00	HRDW GASKET CASE SAMPLER ASVXL	\$1.00*
27-9006-00	ELEC PCB ASVXL BATTERY	\$25.00*
27-9007-00	ELEC PCB ASVXL BEZEL W/FLEXTAIL	\$70.00*
27-9008-00	ELEC PCB ASVXL MOTHERBOARD	\$235.00*
27-9720-00	I/O MODEM EXTERNAL 56K	\$100.00*
27-9788-00	CABLE POWER ENTRY POA-ASVXL	\$14.00*
27-9800-00	POWER BATTERY AA ALKALINE	\$0.75*

* Prevailing List Price at time of order will apply

Pricing contained in this Contract does not include Freight/Delivery/Shipping Charges. Applicable Freight/Delivery/Shipping charges will be added to invoice.

LABOR RATE – AS4 XL & AS5 XL

Standard Labor Rate = \$75.00 per Hour

Note: All repairs include a 1 hour minimum labor charge of \$75.00 (plus parts).

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-17011987) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of the AMENDMENT NUMBER ONE (Contract Number MA-060-20010078) is attached hereto as Exhibit B and incorporated by this reference.
4. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER TWO, remain unchanged and in full force and effect.

-Signature Page Follows-

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER TWO to Contract number MA-060-17011987.

***Contractor:** Intoximeters Inc.

By: [Signature] Title: President
Print Name: Christopher H. Dalton Date: 10/13/20

***Contractor:** Intoximeters Inc.

By: [Signature] Title: CEO - Secretary
Print Name: M. Rankine Forrester Date: 10/13/2020

**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



Sheriff-Coroner Department

By: [Signature] Title: Admin. Manager I
Print Name: Wendy Torres Date: 11/17/2020

Approved by the Board of Supervisors: 11/17/2020

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

By: [Signature]
Deputy