

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

This AMENDMENT NUMBER ~~THREE~~ ~~TWO~~ to Contract number MA-060-17011987 (hereinafter "AMENDMENT NUMBER ~~THREE~~ ~~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~~ 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 in its entirety (hereinafter "AMENDMENT NUMBER TWO") ~~and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;~~

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 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 10/16/2021, 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 10/16/2021 shall be known as Contract number MA-060-20010078. This Contract may not 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.~~

- ~~e. 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:~~

<b>Instruments</b>	
Item #	Description
13-0360-10	<del>ASIV (F21-03/F350-02) USA SENSOR-BLANK</del>
40-2010-06	<del>AS-FST (F224-01) 3S BRAC-LOW LOSS</del>
<b>Peripherals</b>	
Item #	Description
20-0400-00	<del>SOFTWARE ASIVXL-POA</del>
20-2000-02	<del>SOFTWARE INTOXNET-6 CHANNEL</del>
21-0190-20	<del>Datamax Printer Apex with Card Reader</del>
27-0825-00	<del>CASE WRIST STRAP INTOXIMETERS</del>

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
<b>Supplies</b>	
<b>Item #</b>	<b>Description</b>
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 Extech Large
<b>Supplies (cont.)</b>	
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
<b>Parts -- Fuel Cells</b>	
<b>Item #</b>	<b>Description</b>
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)
<b>Parts -- Other</b>	
<b>Item #</b>	<b>Description</b>

<del>27-0490-00</del>	<del>CASE FRONT AS4 ASSEMBLY</del>
<del>27-1530-00</del>	<del>ELEC CON 52 PIN PLCC IC SOCKET</del>
<del>27-1605-00</del>	<del>ELEC CON AA ALK BATT HOLDER ASVXL</del>
<del>27-1620-00</del>	<del>ELEC CON 9V BATTERY HLDR BOX</del>
<del>27-2035-00</del>	<del>ELEC CON ASV CRADLE</del>
<del>27-4475-00</del>	<del>ELEC SWITCH RIGHT ANGLE ASVXL</del>
<del>27-4730-00</del>	<del>HRDW BREATH MANIFOLD ASSY AS4</del>
<del>27-5610-00</del>	<del>HRDW SPRING TORSION AS4</del>
<del>27-6010-00</del>	<del>LABEL BACK AS4 STANDARD</del>
<del>27-6110-00</del>	<del>LABEL FRONT AS4 W/DOT ENGLISH</del>
<del>27-6135-00</del>	<del>LABEL FRONT AS4 WINDOWED</del>
<del>27-6450-00</del>	<del>MECH DIAPHRAGM AS4</del>
<del>27-6455-00</del>	<del>MECH DIAPHRAGM/PLUNGER ASSY</del>
<del>27-6570-00</del>	<del>MECH RETAINER AS4</del>
<del>27-6830-00</del>	<del>POWER BATTERY 9V ALKALINE</del>
<del>27-7920-00</del>	<del>HRDW GASKET CASE SAMPLER ASVXL</del>
<del>27-9006-00</del>	<del>ELEC PCB ASVXL BATTERY</del>
<del>27-9007-05</del>	<del>ELEC PCB ASVXL BEZEL KEYPAD</del>
<del>27-9008-00</del>	<del>ELEC PCB ASVXL MOTHERBOARD</del>
<del>27-9720-00</del>	<del>I/O MODEM EXTERNAL 56K</del>
<del>27-9788-00</del>	<del>CABLE POWER ENTRY POA ASVXL</del>
<del>27-9800-00</del>	<del>POWER BATTERY AA ALKALINE</del>

~~**LABOR AS4 XL & AS5 XL**~~

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

- b. ~~e.~~ Attachment B, Compensation and Pricing Provision, 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:

<b>Instruments</b>		
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
<b>Peripherals</b>		
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
<b>Supplies</b>		
Item #	Description	Price
22-0060-01	DRYGAS 108L/103PPM(.038)C	<del>\$154.00</del> 159.50
22-0080-01	DRYGAS 108L/223PPM(.082)C	<del>\$154.00</del> 159.50
22-0220-00	DRYGAS REGULATOR 10LPM PUSH BUTTON	<del>\$109.00</del> 121.50
22-0640-00	DRYGAS REGULATOR 6LPM PUSH BUTTON	<del>\$112.00</del> 124.50
22-0850-00	DRYGAS 108L/544PPM(.110)U	<del>\$154.00</del> 159.50
22-0850-00	DRYGAS 108L/544PPM(.110)U (min qty. of 24)	<del>\$119.00</del> 124.00
22-0890-00	DRYGAS 108L/286.5PPM(.200)C	<del>\$154.00</del> 159.50
23-0000-00	MOUTHPIECE ASIV OR ECIR	
	200-499	<del>\$0.26</del> .28
	500-999	<del>\$0.25</del> .27
	1000-4999	<del>\$0.24</del> .25
	5000-9999	<del>\$0.22</del> .23
	10000+	<del>\$0.19</del> .20
23-0120-00	MOUTHPIECE FST	
	200-499	<del>\$0.26</del> .28
	500-999	<del>\$0.25</del> .27
	1000-4999	<del>\$0.24</del> .25
	5000-9999	<del>\$0.22</del> .23
	10000+	<del>\$0.19</del> .20
23-0130-10	MOUTHPIECE CUP PASSIVE FST SOFT BLU	\$0.50

23-0160-00	MOUTHPIECE ASVXL	
	200-499	\$0. <del>26</del> .28
	500-999	\$0. <del>25</del> .27
	1000-4999	\$0. <del>24</del> .25
	5000-9999	\$0. <del>22</del> .23
	10000+	\$0. <del>19</del> .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
<b>Parts - Fuel Cells</b>		
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*
<b>Parts - Other</b>		
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).

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

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

-Signature Page Follows-

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

**\*Contractor:** Intoximeters Inc.

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

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

**\*Contractor:** Intoximeters Inc.

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

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

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

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

**County Of Orange**

A political subdivision of the State of California



Sheriff-Coroner Department

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

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

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

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

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



EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-17011987)

**EXHIBIT B**

AMENDMENT NUMBER ONE (Contract Number MA-060-20010078)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-20010078)