

Contract Summary Form

OC Expediter Requisition# 1732998

Life Technologies Corporation

SUMMARY OF SIGNIFICANT CHANGES

Increase is due to adding one SEQStudio 8 Flex instrument

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

See attached excerpt from Amendment Number One to renew the Contract with Life Technologies Corporation to for Maintenance of Genetic Analyzers, Magnetic Particle Processors, Rapid DNA, and Real Time Polymerase Chain Reaction instruments for the term of November 1, 2025, through October 31, 2026, in the not to exceed amount of \$142,955, for a new cumulative amount of \$360,353, renewable for two additional one-year terms.

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of November 1, 2025 through and including October 31, 2026 in an amount not to exceed \$142,954.83; as well as amend ATTACHMENT B – Compensation and Pricing Provisions, Section 2. Fees and Charges to revise pricing and to add one (1) instrument as Item# 014; and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER ONE; and

WHEREAS, COUNTY desires to amend General Terms and Conditions, Paragraph T. Compliance with Laws; Additional Terms and Conditions, Paragraph 7. Conflict of Interest -Contractor’s Personnel, Paragraph 8. Conflict of Interest-County Personnel and Paragraph 26. Sub-Contracting, of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the changes to those terms as stated herein;

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

1. ARTICLES

- a. General Terms and Conditions, Paragraph T. Compliance with Laws of the ORIGINAL CONTRACT is amended in its entirety as follows:

- 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 the Insurance and Indemnification section, 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.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

- b. Additional Terms and Conditions, Paragraph 7. Conflict of Interest - Contractor's Personnel, Paragraph 8. Conflict of Interest-County Personnel and Paragraph 26. Sub-Contracting of the ORIGINAL CONTRACT are amended in its entirety as follows:

7. Conflict of Interest -Contractor's Personnel:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. 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 County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

8. Conflict of Interest-County Personnel:

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

26. Sub-Contracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any

subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

- c. Additional Terms and Conditions, Section 2. Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:
2. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue in effect from 11/01/23 through and including 10/31/26, unless otherwise terminated by COUNTY.
- d. Additional Terms and Conditions, Section 3 – Renewal, of the ORIGINAL CONTRACT is amended in its entirety as follows:
3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
- e. ATTACHMENT B, Compensation and Pricing Provisions, Section 2. Fees and Charges of the ORIGINAL CONTRACT is amended to read 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 at Unit Price:

Item#	Qty	Instrument	Serial Number	Coverage	11/01/2025 to 10/31/2026
001	1	3500 Genetic Analyzer	25186-040	AB Assurance 1 PM	\$13,899.96
002	1	3500 Genetic Analyzer	22118-201	AB Assurance 1 PM	\$13,899.96
003	1	3500 Genetic Analyzer	30158-020	AB Assurance 1 PM	\$13,899.96
004	1	7500 Real Time PCR System	275009752	AB Assurance 1PM	\$9,279.96
005	1	7500 Real Time PCR System^	2750011730	AB Assurance 1PM	\$9,279.96
006	1	7500 Real Time PCR System^	2750011734	AB Assurance 1PM	\$9,279.96

007	1	ION Chef SVC	242471528	AB Assurance 1PM	\$9,669.96
008	1	ION S5 Sequencer	2772718090 606	AB Assurance 1PM	\$11,439.96
009	1	RapidHIT ID System	RHID-0785	AB Assurance 1PM	\$18,219.96
010	1	KingFisher Presto 96 Deepwell Head*	713-80682	AB Assurance 1PM	\$5,850.00
011	1	KingFisher Presto 96 Deepwell Head*	713-80866	AB Assurance 1PM	\$5,850.00
012	1	KingFisher Presto 96 Deepwell Head*	713-8G0087	AB Assurance 1PM	\$5,850.00
013	1	KingFisher Presto 96 Deepwell Head*	713-8G0237	AB Assurance 1PM	\$5,850.00
014	1	SEQStudio 8 Flex	24230-030	AB Assurance 1PM	\$10,685.19
Contract Year Shall Not Exceed					\$142,954.83

Contract Shall Not Exceed \$142,954.83 for the term of November 1, 2025 through and including October 31, 2026