

AMENDMENT NUMBER ~~TWO~~ THREE  
TO  
CONTRACT NUMBER MA-060-19010584  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
LIFE TECHNOLOGIES CORPORATION

This AMENDMENT NUMBER ~~TWO~~ THREE to Contract MA-060-19010584 (hereinafter “AMENDMENT NUMBER ~~TWO~~ THREE”) between the County of Orange, a political subdivision of the State of California (hereinafter “COUNTY”), and Life Technologies Corporation (hereinafter “CONTRACTOR”), with a business address of 5791 Van Allen Way, Carlsbad, CA 92008, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Maintenance of Genetic Analyzers and Real Time PCR Instruments on November 6, 2018, for a term of November 6, 2018 through and including October 31, 2020, renewable for three (3) additional one-year terms (hereinafter “ORIGINAL CONTRACT”); and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on September 22, 2020, for a one-year term of November 1, 2020 through and including October 31, 2021 in an amount not to exceed \$21,162.05, amended Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges in its entirety, and amended Paragraph X., Change of Ownership of the ORIGINAL CONTRACT in its entirety (hereinafter “AMENDMENT NUMBER ONE”); and

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ renewed the ORIGINAL CONTRACT on October 5, 2021 for a one (1) year term of November 1, 2021 through and including October 31, 2022 in an amount not to exceed \$60,275.78, ~~as well as~~ and amended Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges in its entirety to add two (2) additional Instruments, ~~and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER TWO~~ (hereinafter “AMENDMENT NUMBER TWO”); and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of November 1, 2022 through and including October 31, 2023 in an amount not to exceed \$59,180.04, as well as amend Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges in its entirety due to a price increase and to remove Item #0030, and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER THREE;

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

1. ARTICLES

- a. Additional Terms and Conditions, Section 2, Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 11/06/2018 through and including 10/31/2023, unless otherwise terminated by COUNTY.

- b. Additional Terms and Conditions, Section 3 – Renewals, 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 one (1) additional one (1) year term. The County does not have to give a reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors. This Contract may not be renewed.~~
- c. Attachment B, Pricing, Section 2. Fees and Charges of the ORIGINAL CONTRACT is amended in its entirety as follows:

ATTACHMENT B  
COMPENSATION AND PRICING PROVISIONS

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

Item#	Qty	Instrument	Serial Number	Coverage	Price
0010	1	3500 Genetic Analyzer	25186-040	AB Assurance 1 PM <del>11/01/2021 to 10/31/2022</del> 11/01/2022 to 10/31/2023	<del>\$10,857.42</del> \$11,550.00
0020	1	3500 Genetic Analyzer	22118-201	AB Assurance 1 PM <del>11/01/2021 to 10/31/2022</del> 11/01/2022 to 10/31/2023	<del>\$10,857.52</del> \$11,550.00
<del>0030</del>	<del>1</del>	<del>7500 Real Time PCR System</del>	<del>275004016</del>	<del>AB Assurance 1 PM</del> <del>11/01/2021 to 10/31/2022</del>	<del>\$6,688.45</del>
0040	1	7500 Real Time PCR System	275009752	AB Assurance 1 PM <del>11/01/2021 to 10/31/2022</del> 11/01/2022 to 10/31/2023	<del>\$6,688.45</del> \$7,350.00
0050	1	3500 Genetic Analyzer	30158-020	AB Assurance 1 PM <del>11/01/21 to 10/31/2022</del> 11/01/2022 to 10/31/2023	<del>\$10,857.42</del> \$11,550.00
0060	1	ION Chef SVC	242471528	AB Assurance 1PM <del>12/19/2021 to 10/31/2022</del> 12/19/2022 to 10/31/2023	<del>\$6,538.15</del> \$7,830.00
0070	1	ION S5 Sequencer	2772718090606	AB Assurance 1PM <del>12/19/2021 10/31/2022</del> 12/19/2022 to 10/31/2023	<del>\$7,788.47</del> \$9,350.04
<del>Contract Shall Not Exceed for the term of 11/1/21 through and including 10/31/22</del>					<del>\$ 60,275.78</del>
Contract Shall Not Exceed for the term of 11/1/22 through and including 10/31/23					\$ 59,180.04

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~TWO~~ **THREE** to Contract Number MA-060-19010584.

\*Contractor: Life Technologies Corporation

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*Contractor: Life Technologies Corporation

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

County of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

by \_\_\_\_\_  
Deputy