

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

This AMENDMENT NUMBER ~~TWO~~ONE to Contract MA-060-19010584 (hereinafter "AMENDMENT NUMBER ~~TWO~~ONE") 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 desires to 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; and

WHEREAS, COUNTY and CONTRACTOR desires to amended Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges in its entirety on September 22, 2020, ~~and the CONTRACTOR has agreed to provide Maintenance of Genetic Analyzers and Real Time PCR Instruments services at the rates set forth in this AMENDMENT NUMBER ONE~~; and

WHEREAS, COUNTY and CONTRACTOR desires to amended Paragraph X., Change of Ownership of the ORIGINAL CONTRACT in its entirety on September 22, 2020 (hereinafter "AMENDMENT NUMBER ONE") ~~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 X herein~~;

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of November 1, 2021 through and including October 31, 2022 in an amount not to exceed \$61,936.50; as well as amend 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;

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 10/31/2022~~+~~, unless otherwise terminated by COUNTY. ~~This Contract may be renewed for two (2) additional one (1) year terms~~

~~upon mutual 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 to its intent not to renew.~~

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.

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

ATTACHMENT B PRICING

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 11/01/2021 0 to 10/31/2022 +	\$ <u>11,109.96</u> -
0020	1	3500 Genetic Analyzer	22118-201	AB Assurance 1 PM 11/01/2021 0 to 10/31/2022 +	\$ <u>11,109.96</u> -
0030	1	7500 Real Time PCR System	275004016	AB Assurance 1 PM 11/01/2021 0 to 10/31/2022 +	\$ 6,369.96 <u>7,140.00</u>
0040	1	7500 Real Time PCR System	275009752	AB Assurance 1 PM 11/01/2021 0 to 10/31/2022 +	\$ 6,369.96 <u>7,140.00</u>
0050	1	3500 Genetic Analyzer	30158-020	AB Assurance 1 PM <u>11/01/21</u> 01/08/2021 to 10/31/2024 2	\$ 8,422.13 <u>11,109.96</u>
<u>0060</u>	<u>1</u>	<u>ION Chef SVC</u>	<u>242471528</u>	<u>AB Assurance 1PM</u> <u>12/19/2021 to 10/31/2022</u>	<u>\$ 6,538.15</u>
<u>0070</u>	<u>1</u>	<u>ION S5 Sequencer</u>	<u>2772718090606</u>	<u>AB Assurance 1PM</u> <u>12/19/2021-10/31/2022</u>	<u>\$7,788.47</u>
Contract Shall Not Exceed Amount for <u>the term of 11/1/21 through and including</u> <u>10/31/22-4-year</u>					\$ <u>21,162.05</u> <u>61,936.50</u>

~~c. General Terms and Conditions, Paragraph X, Change of Ownership is amended in its entirety as follows:~~

~~X. Change of Ownership/Name, Litigation Status, Conflict with County Interests: 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. All other terms and conditions in this Contract shall remain unchanged and with full force and effect. ~~A true and correct copy of the ORIGINAL CONTRACT 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 to follow)

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~TWO~~ONE 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

~~EXHIBIT A~~

~~ORIGINAL CONTRACT (Contract Number MA-060-19010584)~~