

AMENDMENT NUMBER ~~ONE~~ TWO
TO
AGREEMENT MA-060-12011444
BETWEEN THE
COUNTY OF ORANGE
AND
TECAN US, INC.

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract Number MA-060-12011444 (hereinafter "AMENDMENT NUMBER ~~ONE~~ TWO") between the County of Orange, a political subdivision of the state of California (hereinafter "COUNTY") and Tecan US, Inc., (hereinafter "CONTRACTOR") with a place of business at 4022 Stirrup Creek Drive Suite 310, Durham, NC 27703, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Maintenance and Service of two (2) Freedom EVO 150 HID Extraction Systems, under Contract Number MA-060-12011444 (hereinafter "ORIGINAL AGREEMENT"), for a one (1) year term of May 17, 2012 through and including May 16, 2013;

~~WHEREAS, COUNTY desires to continue receiving services from CONTRACTOR for an additional one (1) year term and the CONTRACTOR has agreed to provide those services at the rates set forth in ORIGINAL AGREEMENT;~~

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT for the period of May 17, 2013 through and including May 16, 2014 as Contract number MA-060-13011696 (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY desires to renew the ORIGINAL AGREEMENT for one (1) additional one-year term as well as to add one (1) Freedom EVO 100 aLiHa Instrument (S/N 1303009031) and increase the not to exceed amount by \$11,143.41 for a new not to exceed amount of \$45,079.41 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. Original Contract, Additional Terms and Conditions, Section 2, Term of Contract, is amended to read in its entirety as follows:

1. ~~Term of Contract:~~

~~This Contract shall commence upon execution of all necessary signatures, and continue in effect from 5/17/12 through and including 5/16/14, unless otherwise terminated by COUNTY. The period of 5/17/12 through and including 5/16/13 shall be known as Contract Number MA-060-12011444. The period of 5/17/13 through and including 5/16/14 shall be known as Contract Number MA-060-13011696. Contract may be renewed up to three (3) additional one (1) year terms upon mutual agreement of both parties. The County does not have to give reason if it elects not to renew~~

Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 5/17/12 through and including 5/16/15, unless otherwise terminated by COUNTY. The period of 5/17/12 through and including 5/16/13 shall be known as Contract Number MA-060-12011444. The period of 5/17/13 through and including 5/16/14 shall be known as Contract Number MA-060-13011696. The period of 5/17/14 through and including 5/16/15 shall be known as Contract Number MA-060-14011288. Contract may be renewed up to two (2) additional one (1) year terms upon mutual agreement of both parties. The County does not have to give reason if it elects not to renew

- b. ATTACHMENT A, Scope of Work has been revised in its entirety to read as follows:

ATTACHMENT A

Scope of Work

- I. Contractor shall provide Preventative Maintenance and Services for the following equipment:

Item No.	Description	Serial No.	Equipment No.	Start Date	End Date
01	Freedom EVO 150 HID Extraction	1001005920	10552358	05-17-2014	05-16-2015
02	Freedom EVO 150 HID Extraction	1101007634	10667484	05-17-2014	05-16-2015
03	Freedom EVO 100 HID Extraction	1303009031	10931833	05-17-2014	05-16-2015

- Contractor shall provide maintenance, calibration and repairs for three (3) Freedom EVO 150 HID Extraction Systems.
- Contractor shall supply all parts, except consumables (consumable parts are only covered if replaced during preventative maintenance visits performed once per year), labor, and Contractor service expenses for equipment failure.
- Contractor shall perform one (1) scheduled preventive maintenance visit per Contract year. All parts and labor necessary to the operation of the equipment, and disposables needed to perform preventative maintenance, shall be furnished at no additional charge during a service call provided for by this Contract. Consumable parts typically include, but are not limited to, valves, syringes, tips, tip assemblies, and tubing.
- Contractor shall respond to a call for service within forty-eight (48) hours of service Contract provider receiving a request for service; however, prior to any shipment of repair parts or visit by Contractor service representative, County shall perform all pertinent diagnostic programs, tests, simple/basic troubleshooting and provide an accurate description of the fault/error to Contractor.
- Contractor shall provide written details of all service performed on the instrument.
- County agrees to maintain the instrument in good repair in accordance with prescribed maintenance schedules.
- County normal business hours are Monday through Friday from 8:00 A.M to 5:00 P.M (Pacific Time) excluding County holidays*

*County Holidays:

New Year's Day	Labor Day
Martin Luther King Jr's. Birthday	Columbus Day
Lincolns' Birthday	Veterans' Day
Presidents Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

II. SERVICE LOCATION

Sheriff-Coroner/Crime Lab Division
320 N. Flower St. 7th Floor
Santa Ana, CA 92701

- c. ATTACHMENT B, Pricing, has been modified in its entirety to read as follows:

ATTACHMENT B**Pricing**

Item No.	Description	Serial No.	Equipment No.	Start Date	End Date	Unit Price per Year
01	Freedom EVO 150 HID Extraction	1001005920	10552358	05-17-2014	05-16-2015	\$ 16,968.00
02	Freedom EVO 150 HID Extraction	1101007634	10667484	05-17-2014	05-16-2015	\$ 16,968.00
03	Freedom EVO 100 HID Extraction	1303009031	10931833	05-17-2014	05-16-2015	\$11,143.41
04	Grand Total					\$45,079.41

Contract shall not exceed: \$45,079.41/year

2. A true and correct copy of the ORIGINAL AGREEMENT (Contract Number MA-060-12011444) is attached hereto as Exhibit A and incorporated by this reference.
- ~~3. All other provisions of the ORIGINAL AGREEMENT, as amended by AMENDMENT NUMBER ONE, except as amended herein remain in full force and effect.~~
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-13011696) is attached hereto as Exhibit B and incorporated by this reference.
4. All other provisions of the ORIGINAL AGREEMENT and AMENDMENT NUMBER ONE, as amended by AMENDMENT NUMBER TWO, except as amended herein remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~ONE~~ TWO to Contract Number MA-060-12011444.

*Contractor: Tecan US, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

*Contractor: Tecan US, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

***If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document 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: _____

Date: _____

EXHIBIT A

ORIGINAL AGREEMENT (Contract Number MA-060-12011444)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-13011696)