

**AMENDMENT NO. 1  
TO  
CONTRACT NO. MA-042-22011356  
FOR**

**LABORATORY EQUIPMENT MAINTENANCE AND SUPPLIES**

This Amendment (“Amendment No. 1”) to Contract No. MA-042-22011356 for Laboratory Equipment Maintenance and Supplies is made and entered into on April 1, 2024 (“Effective Date”) between bioMérieux, Inc. (“Contractor”), with a place of business at 515 Colorow Drive, Salt Lake City, Utah 84108, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 400 W. Civic Center Drive, 3<sup>rd</sup> Floor, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

WHEREAS, the Parties executed Contract No. MA-042-22011356 for Laboratory Equipment Maintenance and Supplies, effective April 1, 2022 through March 31, 2024, in an amount not to exceed \$300,000 (“Contract”); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract; and

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of one year, effective April 1, 2024 through March 31, 2025, in an amount not to exceed \$115,000, for this renewal period, for a new total amount not to exceed \$415,000; on the amended terms and conditions.
2. Attachment B (Compensation and Invoicing) is deleted in its entirety and replaced with Attachment B-1 (Compensation and Invoicing), which is incorporated by this reference.

Contractor shall continue to reference invoices with MA-042-22011356 and to forward invoices to Orange County Health Care Agency, Accounts Payables, P.O. Box 689, Santa Ana CA 92702 or via email to [hcaap@ochca.com](mailto:hcaap@ochca.com).

This Amendment No. 1 modifies the Contract, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 1 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: bioMérieux, Inc.**

Ben W. Andrews \_\_\_\_\_

VP, US ClinOps Sales \_\_\_\_\_

Print Name

Title

DocuSigned by:

*Ben W. Andrews*

12-Jan-24 \_\_\_\_\_

DDD07C9B569B48C...

Signature

Date

Jana INMAN \_\_\_\_\_

CFO \_\_\_\_\_

Print Name

Title

DocuSigned by:

*Jana INMAN*

29-Jan-24 \_\_\_\_\_

03E1993058A34F6...

Signature

Date

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County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

\_\_\_\_\_

\_\_\_\_\_

Print Name

Title

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

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**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

Brittany McLean \_\_\_\_\_

Deputy County Counsel \_\_\_\_\_

Print Name

Title

DocuSigned by:

*Brittany McLean*

1/30/2024 \_\_\_\_\_

9713A4061D4343D...

Signature

Date

**ATTACHMENT B-1****COMPENSATION AND INVOICING**

1. **Compensation:** This is a fixed price Contract with an amount not to exceed \$415,000 for the Term of Contract.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

**Ext Warranty**

QTY	Description	Part #	Coverage	List Unit Price	Total Price
1.00	Torch System Base Extended Warranty, Per Base, Per Year	4706468	1 Years	\$2,100.00	\$2,100.00
2.00	Torch Module Extended Warranty, Per Module, Per Year	4706470	1 Years	\$4,635.00	\$9,270.00

**Reagent**

QTY	Unit	Description	Part #	List Unit Price	Total Price
1.00	Each	KIT, GI Panel, IVD, 30 Tests	RFIT-ASY-0116	\$4,417.50	\$4,417.50
1.00	Each	KIT, ME Panel, IVD, 30 Tests	RFIT-ASY-0118	\$5,500.50	\$5,500.50
1.00	Each	KIT, BCID2 Panel, IVD, 30 Tests	RFIT-ASY-0147	\$3,676.50	\$3,676.50
1.00	Each	KIT, RP2.1 Panel, IVD 30 Tests	423742	\$3,847.50	\$3,847.50

**Verification Kits**

QTY	Unit	Description	Part #	List Unit Price	Total Price
1.00	Each	KIT, RP2.1 Panel, IVD 30 Tests	423743	\$4,500.00	\$4,500.00

**Miscellaneous**

MISCELLANEOUS RELATED EQUIPMENT AND/OR SUPPLIES PRODUCTS SUBSTANTIALLY SIMILAR TO THE ITEMS LISTED IN THIS ATTACHMENT B-1, INCLUDING APPLICABLE SHIPPING CHARGES, MAY BE PURCHASED UNDER THIS CONTRACT UPON APPROVAL OF THE COUNTY'S PROJECT MANAGER OR DESIGNEE, AS LONG AS SUCH PURCHASES ALONG WITH ALL OTHER PURCHASES UNDER THIS CONTRACT DO NOT EXCEED THE CONTRACT'S NOT TO EXCEED AMOUNT.

3. **Price Increase/Decreases:** No price increases are permitted during the term of the Contract. County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30) calendar days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County. County may enforce, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit are not allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices in this Contract are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** Contractor is responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms:**

**Laboratory Equipment:** Payment will be in advance, thirty (30) calendar days after receipt of an invoice in a format acceptable to County and verified and approved by the department and subject to routine processing requirements.

**Laboratory Supplies/Miscellaneous:** Payment will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to County and verified and approved by the department and subject to routine processing requirements.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** Contractor must provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor

must leave an invoice with each delivery. Each invoice must have a unique number and must include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address
- c. Contractor's Taxpayer ID Number
- d. Name of County Department
- e. Delivery/service address
- f. Master Agreement: **MA-042-22011356**
- g. Department's Account Number, if applicable
- h. Date of Invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Unless otherwise directed in this Contract, invoice and support documentation are to be emailed to [hcaap@ochca.com](mailto:hcaap@ochca.com) OR forwarded to:

Orange County Health Care Agency  
Accounts Payable  
PO Box 689  
Santa Ana, CA 92702

9. **Payment (Electronic Funds Transfer)**

County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the department representative listed in the Contract.