

**AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-21011361
FOR
CONSUMABLES AND SERVICE AGREEMENT FOR NUCLISENS EASYMAG SYSTEM**

This Amendment (“Amendment No. 2”) to Contract No. MA-042-21011361 for Consumables and Service Agreement for Nuclisens Easymag System is made and entered into on 16th day of March, 2023 (“Effective Date”) between bioMerieux, Inc. (“Contractor”), with a place of business at 100 Rodolphe Street, Durham, NC 27712, 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 Civic Center, 3rd 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-042-21011361 for Consumables and Service Agreement for Nuclisens Easymag System, effective June 17, 2021 through March 15, 2023, in an amount not to exceed \$75,000 (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to replace Attachment B, Pricing, with Attachment B-1, Revised Pricing; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to replace Attachment B-1 with Attachment B-2 and to renew the Contract for three (3) years for County to continue receiving and Contractor to continue providing the services set forth in the Contract. **NOW THEREFORE**, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of three (3) years, effective March 16, 2023 through March 15, 2026, in an amount not to exceed \$225,000 for this renewal period, for a revised cumulative total amount not to exceed \$300,000; on the amended terms and conditions.
2. Attachment B-1, Revised Pricing, of the Contract is deleted in its entirety and replaced with Attachment B-2, Revised Pricing, which is incorporated by this reference.
3. Attachments section of the Contract is deleted in its entirety and replaced with the following:

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract and constitute a part of this Contract:

Attachment A – Scope of Work/Pricing
Attachment B-2 – Revised Pricing/Service Scope of Work
Attachment C – Compensation and Invoicing”

4. Contractor shall continue to reference invoices with MA-042-21011361 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.

This Amendment No. 2 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2, and the Contract, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 2 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. 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: BIOMERIEUX, INC.

Ben Andrews
Print Name
DocuSigned by:
Ben Andrews
Signature
DDD07C9B569B48C...

Vice President, US Clinical Sales
Title
1/31/2023
Date

Sarah Mauney
Print Name
[Signature]
Signature

Vice President, General Counsel North America
Title
3/1/23
Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Signature

Deputy Purchasing Agent
Title

Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Brittany McLean
Print Name
Brittany McLean
Signature
Digitally signed by Brittany McLean
DN: cn=Brittany McLean, o, ou,
email=brittany.mclean@cco.ocgov.com, c=US
Date: 2023.02.01 12:40:49 -08'00'

Deputy County Counsel
Title
02/01/2023
Date

ATTACHMENT B-2

REVISED PRICING/Service Scope of Work

Preventative Maintenance Plan

		ANNUAL COST
4705438	<p>This plan covers recommended preventative maintenance, all labor, all travel, expenses and all parts for an unlimited number of On-Demand Service visits and telephone support calls around the clock during the term of the Contract. The Plan includes remote tele diagnostics feature for troubleshooting instrumentation with modem access. ON SITE COVERAGE IS 7:00 AM TO 7:00 PM, 7 DAYS A WEEK. The term of this Contract is 36 months, payable (Circle one) QUARTERLY, SEMI-ANNUALLY, or ANNUALLY.</p> <p>Any credentialing fees required by County will be invoiced separately (fees are in addition to the annual cost).</p> <p>Minimum 2 Preventative Maintenance scheduled visits per year, performed at 6 months interval</p> <p>TERM: 03/16/2023-03/15/2026</p>	\$11,090.11
4705441	<p>This plan covers recommended preventative maintenance (see above), all labor, all travel, expenses and all parts for an unlimited number of On-Demand Service visits and telephone support calls around the clock during the term of the Contract. The Plan includes remote tele diagnostics feature for troubleshooting instrumentation with modem access. ON SITE COVERAGE IS 7:00 AM TO 7:00 PM, 7 DAYS A WEEK. The term of this Contract is 36 months, payable (Circle one) QUARTERLY, SEMI-ANNUALLY, or ANNUALLY.</p> <p>Any credentialing fees required by County will be invoiced separately (fees are in addition to the annual cost).</p>	\$13,567.77

	Minimum 1 Preventative Maintenance scheduled visit per year TERM: 03/16/2023-03/15/2026	
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B. Supplies

Catalog #	Description	Price	Extended
		Per Box	Price
280146	Biohit Tips (10 racks of 96)	\$150.55	\$150.55
280133	easyMAG Silica 948 tubes)	\$1,023.42	\$1,023.42
280134	easyMAG Lysis Buttler (4x1 L bottles)	\$803.67	\$803.67
280135	easyMAG Disposables (48 sets)	\$923.06	\$923.06
280130	easyMAG Buffer 1 (4x1L bottle)	\$314.27	\$314.27
280131	easyMAG Buffer 2 (4x1L bottle)	\$314.27	\$314.27
280132	easyMAG Buffer 3 (4x1L bottle)	\$314.27	\$314.27
418922	EMAG tips (1000 UL)	\$155.90	\$155.90
420967	Container EMAG Liquid waste	\$63.53	\$63.53
492140	EMAG Tips waste bag	\$115.50	\$115.50
20210	API 20 C (25 strips+25 media)	\$356.24	\$356.24
220600	API Strep (25 strip + 25 media)	\$216.78	\$216.78
20900	API Coryne (12 strips + 24 media)	\$208.53	\$208.53
20500	API Staph (25 strips + 25 media)	\$218.53	\$218.53
210160	API 20 E (x100)	\$1,067.32	\$1,067.32
200292	NucliSENS Lysis Buffer, 2ml	\$75.00	\$75.00
70491	Reagent NIN X2	\$17.37	\$17.37
70492	Reagent PYZ X2	\$31.86	\$31.86
70494	Reagent ZYM A X2	\$33.33	\$33.33
70493	Reagent ZYM B X2	\$33.33	\$33.33
412310	Ciprofloxacin CI 32 US S30	\$113.65	\$113.65
412302	Ceftriaxone TS 32 US S30	\$113.65	\$113.65
412256	Azithromycin AZ 256 US S30	\$113.65	\$113.65
412274	Cefixime IX 256 US S30	\$113.65	\$113.65

MISCELLANEOUS CLAUSE: Miscellaneous medical supplies and minor medical equipment substantially similar to the items listed in this Contract (“Supplies”), for a total not-to-exceed amount of \$1,500 (includes tax and shipping) per unit, may be purchased under this Contract at County’s additional expense at each items list price as established by Contractor. The total Supplies that can be purchased under this Contract shall not be in an amount that exceeds the Contract’s total not to exceed amount. Contractor shall not deliver any Supplies whose amount would exceed the Contract’s total not to exceed amount. Any such orders shall be cancelled and/or not fulfilled unless the Parties execute an amendment to the Contract to increase the Contract’s total not to exceed amount. Board approval may be required to execute such amendment.