



Revision to ASR and/or Attachments

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CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Date: 3/20/2025
To: Clerk of the Board of Supervisors
CC: County Executive Office *Maguire*
From: Health Care Agency, Veronica Kelley, Agency Director
Re: ASR Control #: 24-000960, Meeting Date 3/25/2025, Item No. #14
Subject: Renewal of Laboratory Equipment Maintenance and Supplies

Explanation:

The Health Care Agency would like to replace attachment A. Replacing signature page 3 only.

☐ Revised Recommended Action(s)

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

☒ Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachment A - Amendment No. 2 to Contract MA-042-22011356 with bioMérieux, Inc. for Laboratory Equipment Maintenance and Supplies

**AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-22011356
FOR**

LABORATORY EQUIPMENT MAINTENANCE AND SUPPLIES

This Amendment ("Amendment No. 2") to Contract No. MA-042-22011356 for Laboratory Equipment Maintenance and Supplies is made and entered into on March 25, 2025 ("Effective Date") between bioMérieux, Inc. ("Contractor"), with a place of business at 515 Colorow Dr., 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 405 W. 5th St., 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 executed Amendment No. 1 to renew the Contract for one year, effective April 1, 2024 through March 31, 2025, in an amount not to exceed \$115,000, for a new cumulative total amount not to exceed \$415,000, and to replace Attachment B (Compensation and Invoicing) with Attachment B-1 (Compensation and Invoicing); and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to increase the Contract's amount not to exceed, to renew the Contract for one year, to replace Attachment A (Scope of Work) with Attachment A-1 (Scope of Work), and to replace Attachment B-1 (Compensation and Invoicing) with Attachment B-2 (Compensation and Invoicing); and

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

1. The Contract's amount not to exceed is increased by \$51,500, for a new cumulative total amount not to exceed \$466,500, effective March 25, 2025.
2. The Contract is renewed for a period of one-year, effective April 1, 2025, through March 31, 2026, in an amount not to exceed \$115,000, for this renewal period, for a new cumulative total amount not to exceed \$581,500.
3. Attachment A (Scope of Work) is deleted in its entirety and replaced with Attachment A-1 (Scope of Work).
4. Attachment B-1 (Compensation and Invoicing) is deleted in its entirety and replaced with Attachment B-2 (Compensation and Invoicing), which is incorporated by this reference.

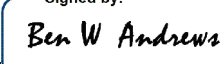
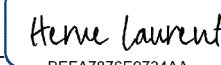
This Amendment No. 2 modifies the Contract, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2 and the Contract, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract 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: bioMérieux, Inc.

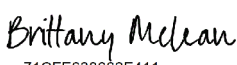
Ben W Andrews	VP, US Clin Ops Sales
Print Name	Title
Signed by: 	17-Mar-25
Signature DDD07C9B569B48C...	Date
Herve Laurent	NORAM ClinOps CFO
Print Name	Title
Signed by: 	18-Mar-25
Signature BEFA7876E9734AA...	Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name	Title
Signature	Date

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

Brittany McLean	Deputy County Counsel
Print Name	Title
Signed by: 	3/18/2025
Signature 71CFE638662E411...	Date

ATTACHMENT A-1**SCOPE OF WORK****I. BACKGROUND:**

The Orange County Public Health Laboratory (OCPHL) currently offers molecular and culture-based testing for identification of bacterial and viral pathogens in support of the Public Health clinics and programs. The accurate testing and timely reporting of results to clinicians is the primary goal of the laboratory to help in disease surveillance, control and prevention. OCPHL is looking to acquire an automated multiplex PCR test system that integrates sample preparation, amplification, detection, and analysis with a test turnaround time of approximately one (1) hour.

II. CONTRACTOR'S RESPONSIBILITIES:**A. Test Kit Specification Requirements:**

1. Supplier will provide FDA cleared test kits for respiratory, gastrointestinal, meningitis/encephalitis, and blood culture identification.
2. Results are available in about one hour.

B. Instrument Specification Requirements:

1. Supplier will provide the following instruments and services: Torch Base, two Torch Modules.
2. Must be cleared by the FDA for diagnostic use for all test kits listed above.
3. Fully automated to perform DNA/RNA extraction, purification and multiplex PCR.
4. Reagent pouches contain all necessary reagents for sample prep, PCR, and detection reagents can be stored at room temperature.
5. Capable of detecting multiple nucleic acid targets contained in clinical specimens.
6. Overall sensitivity and specificity greater than 94% for pathogens on the respective test panels.
7. Will allow for continuous loading of specimens.
8. Utilizes disposable consumables to eliminate sample to sample carryover and contamination.

C. Laboratory Information System Interface (LIS) Specifications:

1. Supplier shall have the capability to interface with Cerner Millennium Pathnet applications through the Cerner CareAware (iBus) platform with capability to read Cerner bar code on patient sample tubes.
2. Supplier shall provide all necessary support needed for the programming and maintenance of the interface in coordination with the OCPHL staff and Orange County Information Technology (IT) staff.

D. TRAINING:

1. Supplier shall provide on-site training as needed.

III. SHIPPING LOCATION

Public Health Laboratory
8300 Marine Way, Ste. 300.
Irvine CA 92618

Note: County reserves right to reduce quantity or cancel order for items not already in transit.

No material adjustments made to the Scope of Work will be authorized without prior written approval of County. Non-material adjustments may be made with the written approval of the DPA.

ATTACHMENT B-2**COMPENSATION AND INVOICING**

1. **Compensation:** This is a fixed price Contract with an amount not to exceed \$581,500 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.

Equipment

QTY	Unit	Description	Part #	List Unit Price	Disc %	Total Price
1.00	Each	VC – TORCH 2 – Ignited by FIREWORKS	4707785	\$87,550.00	41.18%	\$51,500.00

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	\$2,163.00	\$2,163.00
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	Disc %	Total Price
1.00	Each	FILMARRAY GI PANEL, 30 TESTS	RFIT-ASY-0116	\$4,789.50	5%	\$4,550.03
1.00	Each	FILMARRAY ME PANEL, 30 TESTS	RFIT-ASY-0118	\$5,963.70	5%	\$5,963.70
1.00	Each	BIOFIRE RP2.1 PANEL, 30 TESTS IVD	423742	\$4,171.50	5%	\$3,962.93
1.00	Each	FILMARRAY PNEUMO PANEL, 30 TESTS	RFIT-ASY-0144	\$6,025.50	0%	\$6,025.50

1.00	Each	BioFire Joint Infection Panel, 30 Tests	RFIT-ASY-0138	\$7,500.00	0%	\$7,500.00
1.00	Each	BioFire Filmarray Tropical Fever Panel	424803	\$1,260.00	0%	\$1,260.00

Verification Kits

QTY	Unit	Description	Part #	List Unit Price	Total Price
1.00	Each	BIOFIRE RP2.1 VERIFICATION KIT	423743	\$4,635.00	\$4,635.00
1.00	Each	BIOFIRE GI VERIFICATION KIT	FLM1-ASY-0130	\$4,635.00	\$4,635.00
1.00	Each	BIOFIRE ME VERIFICATION KIT	FLM-ASY-0145	\$5,098.50	\$5,098.50
1.00	Each	BIOFIRE JOINT INFECTION VERIFICATION KIT	424181	\$5,098.50	\$5,098.50
1.00	Each	PNEUMO	FLM1-ASY-0150	\$5,098.50	\$5,098.50

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 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.

SIGNATURE PAGE

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Contractor: bioMérieux, Inc.


Ben W Andrews	VP, US Clin Ops Sales
Print Name	Title
Signed by: 	04-Mar-25
DDD07C9B569B48C...	Date
Bastien FOURNY	Ass. Director FP&A
Print Name	Title
DocuSigned by: 	06-Mar-25
AE9856197DB84F7...	Date

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

~~Purchasing Agent/Designee Authorized Signature:~~

Print Name	Title
Signature	Date

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

Brittany McLean	Deputy County Counsel
Print Name	Title
Signed by: 	3/7/2025
71CFE638662E411...	Date