



**CONTRACT NO. MA-042-24010442  
FOR  
LABORATORY SUPPLIES AND  
MAINTENANCE  
BETWEEN  
COUNTY OF ORANGE  
(HEALTH CARE AGENCY)  
  
AND  
  
BIO-RAD LABORATORIES, INC.**

**MA-042-24010442**  
**WITH**  
**BIO-RAD LABORATORIES, INC.**  
**FOR**  
**LABORATORY SUPPLIES AND MAINTENANCE**

This Contract No. MA-042-24010442 for Laboratory Supplies and Maintenance ("Contract") is made and entered into this 1st day of May, 2024 by and between Bio-Rad Laboratories, Inc. ("Contractor"), with a place of business at 1000 Alfred Nobel Drive, Hercules, CA 94547, and 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 5<sup>th</sup> Street, Suite 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to hereinafter individually as "Party" or collectively as "Parties".

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work Attachment B – Cost Summary/Pricing  
Attachment C – Compensation and Invoicing

**RECITALS**

**WHEREAS**, Contractor and County are entering into this Contract for Laboratory Supplies and Maintenance under a firm fixed fee Contract; and

**WHEREAS**, Contractor agrees to provide the Laboratory Supplies and Maintenance to County as further set forth in the Scope of Work, attached hereto as Attachment A; and

**WHEREAS**, County agrees to pay Contractor based on the schedule of fees set forth in Cost Summary/Pricing, attached hereto as Attachment B; and

**NOW, THEREFORE**, the Parties mutually agree as follows:

**DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

**ARTICLES**

**General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth in the Contract. Electronic acceptance of any additional terms, conditions or supplemental contracts by any employee or agent of either party, including but not limited to installers of software, shall not be valid or binding on either party unless accepted in writing by authorized representatives of both parties via an amendment.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor. In-State Contractor shall collect and remit the appropriate California sales tax from County on each transaction.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made per Attachment C, II Payment Terms.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, as set forth in user manual/product documentation, and 3) fit for the particular purpose for which they are intended as set forth in user manual/product documentation. Acceptance of this order shall constitute an agreement upon Contractor's part that, in accordance with more specific requirement contained in Paragraph Z. Indemnification below, it shall indemnify, defend and hold County and County Indemnitees, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. To the extent permitted by law, Contractor's total liability under this Section shall be limited to two million dollars (\$2,000,000).
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants

that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Paragraph Z below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such third party claims and be responsible for payment of costs, damages, penalties and expenses arising from such claim(s), including, costs and expenses and attorney's fees. Contractor's liability under this Paragraph shall be limited to two million dollars (\$2,000,000).

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County, such consent not to be unreasonably withheld. Upon sixty (60) calendar days' notice to County- or as soon as reasonably practicable- Contractor shall be permitted to assign this Contract with all terms binding upon the successor in connection with the sale of all or substantially all of Contractor's business or of the applicable division of Contractor's business.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

**O. Insurance Requirements:**

Prior to the provision of services under this Contract, Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificate(s) of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or carry insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

If contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this Contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

**Coverage**

**Minimum Limits**

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	\$1,000,000 per occurrence single limit each accident
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on occurrence basis Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming **County of Orange its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **As Required By Written Contract**.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by County shall be excess and non-contributing.

The Workers' Compensation policy shall not contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, agents and employees** or provide blanket coverage, which will state **As Required By Written Contract**.

All insurance policies required by this contract shall not waive all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, employees and agents** when acting within the scope of their appointment or employment.

Contractor shall provide notice to County of any insurance policy cancellation or non-renewal per policy provisions.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the department address listed in Paragraph 19. Notices.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by County, County may suspend or terminate this Contract.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If



Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be terminated by the County.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval via an amendment.
- Q. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under the Contract.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Paragraph Z, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or

invalidated thereby.

- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from the services, products or other performance provided by Contractor pursuant to this Contract, unless such products are not used in accordance with the product's instructions for use provided by Contractor. Contractor will not in any case be responsible for the negligence or intentional misconduct of County Indemnitees. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

To the extent permitted by law, Contractor's total liability under this Section shall be limited to two million dollars (\$2,000,000).

- AA. **Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of



auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this agreement shall be forwarded to County's project manager.

BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. **Expenditure Limit:** Intentionally left blank.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which Contractor will provide Laboratory Supplies and Maintenance to County, as further detailed in Attachment A, Scope of Work.
2. **Term of Contract:** This Contract shall commence on May 1, 2024 through and including April 30, 2027, renewable for two years. List price increases are effective each January 1 during the contract term; however, price discounts from list price will remain for duration of contract. County will receive notification of price increases thirty (30) days prior to each January 1. County does not have to give reason if it decides not to renew. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the DPA.
4. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:
  - a) Terminate the Contract immediately for cause pursuant to Paragraph K. Termination; and/or
  - b) Afford Contractor written notice of the breach and twenty (20) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans with Disabilities Act of 1990; and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
6. **Conflict of Interest – Contractor's Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of County.
7. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
8. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract.

Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project timelines.

9. **Contractor's Expense:** Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service in County Civic Center.
10. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Contractor's place of business located in Hercules, California, for a period of three (3) years after final sale.
11. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract.
12. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

13. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the goods and/or services from other sources.

Should Contractor fail to make delivery whereas such failure causes County to purchase in the open market at a higher cost, then Contractor shall provide reimbursement to County for the difference between contract costs and excess costs occasioned by such open market purchase(s). Such open market purchase(s) shall be limited to one week's supply based upon historical usage within County, after which, if Contractor is still unable to supply, County may again go to the open market for another two week's supply based upon historical usage for which Contractor shall provide reimbursement. Reimbursement shall be made within thirty (30) calendar days of receipt by Contractor of documentation from County. If, after that period, Contractor is not able to supply, then County shall have just cause for terminating this Contract with thirty (30) calendar days notice.

14. **Disputes – Contract:**

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of County Deputy Purchasing Agent by way of the following process:

1. Contractor shall submit to the DPA a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
2. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any non-binding final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. Nothing in this section shall be construed as affecting County's right to terminate the Contract for cause or termination for convenience as stated in Paragraph K. Termination.

15. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section

8355(a)(2) to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
  - b. The organization's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation and employee assistance programs; and
  - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
- a. Will receive a copy of the company's drug-free policy statement; and
  - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

1. Contractor has made false certification, or
  2. Contractor violates the certification by failing to carry out the requirements as noted above.
16. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
17. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and the Contract number.
18. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of

race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

19. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the DPA, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:	Name:	Bio-Rad Laboratories Inc.
	Attention:	Bryan Edoria
	Address:	1000 Alfred Nobel Drive Hercules, CA 94547
	Telephone:	(800) 224-6723, (425) 498-1616 Direct
	E-mail:	<a href="mailto:bryan_edoria@bio-rad.com">bryan_edoria@bio-rad.com</a> <a href="mailto:Lsgcontracts@bio-rad.com">Lsgcontracts@bio-rad.com</a>

For County:	Name:	County of Orange HCA/Procurement & Contract Services
	Attention:	Janinne Boutte
	Address:	405 W 5th Street, Suite 600 Santa Ana, CA 92701
	Telephone:	(714) 834-5244
	E-mail:	<a href="mailto:jboutte@ochca.com">jboutte@ochca.com</a>

CC:	Name:	County of Orange HCA/Public Health Lab
	Attention:	Allison Hartendorp



Address: 1729 W. 17th St.  
 Santa Ana, CA 92706  
 Telephone: (714) 834-8245  
 E-mail: [ahartendorp@ochca.com](mailto:ahartendorp@ochca.com)

20. **Precedence:** The Contract documents consist of this Contract, including its attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
21. **Termination – Orderly:** After receipt of a termination notice from County, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination, County agrees to pay Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
22. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County, at rates/prices listed in the Contract, regardless of quantity requested.
23. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the DPA. The usage report shall be in a format specified by County and shall be submitted ninety (90) calendar days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
24. **Debarment:** Contractor certifies that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. County shall have the right to terminate this Contract if Contractor is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.
25. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
  - a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
  - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
  - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).

26. **Parking for Delivery Services:** County will not provide free parking for delivery services.
27. **News/Information Release:** Contractor agrees that it shall not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through the County's Project Manager.
28. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920 et seq.
29. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's services.
30. **Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered by County or only after County approval.
31. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

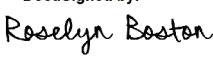
In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. County shall look to Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

**(SIGNATURE PAGE FOLLOWS)**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-24010442 the date set forth opposite their signatures. 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: BIO-RAD LABORATORIES, INC.**

Roselyn Boston	LSG Contracts Supervisor
Print Name	Title
DocuSigned by:  C81621CDBF4D4C6...	4/4/2024
	Date
Print Name	Title
Signature	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
DocuSigned by:  71CFE638662E411...	4/5/2024
	Date

## ATTACHMENT A SCOPE OF WORK

### A. Introduction:

The County of Orange Health Care Agency provides health services to many populations in a variety of different settings. The Public Health Laboratory provides specialized, high quality laboratory testing for detection and control of infectious and environmental diseases including agents of Bioterrorism. Orange County Public Health Laboratory (OCPHL) is looking to purchase miscellaneous laboratory testing supplies to be used in the Water Quality Laboratory (WQL) department located in Newport Beach, CA.

### B. Contractor Responsibilities:

1. Contractor shall deliver the items listed/requested to either of the following locations, as requested by the County:
  - a. OC Public Health Laboratory (OCPHL) 1729 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706
  - b. OC Public Health Laboratory (WQL) 600 Shellmaker Rd, Bldg A  
Newport Beach, CA 92660  
(Gated Facility, requires code gate key access)
2. County may order miscellaneous items/supplies (not on, but substantially similar to items/supplies in, provided attachment) against the Contract, up to a not to exceed amount of \$3,000/unit.
3. Contractor's standard delivery is 60-90 calendar days after receipt of order for instrumentation and 3-5 business days after receipt of order for kits and consumables.
4. Contractor must provide for emergency next day drop shipment of items listed in this Contract and in accordance with manufacturer availability to either the OCPHL or WQL.
5. Contractor must notify County about items placed on backorder as soon as the information is known and no more than two (2) weeks from time and date of County's order.
6. Contractor must establish "standing orders" for any or all portions of media or supply items listed when requested by County. Standing orders are items and quantities from the list that County would pre-qualify and Contractor would deliver to either location at an agreed upon time of the month.
7. County authorizes shipping charges for rush or emergency orders, which will be paid against this Contract.
8. County is authorized to place its own orders, including standing orders, at its convenience.
9. This Contract is non-exclusive – County is authorized to order the same or similar items/supplies from different vendor(s) in county's sole discretion.

## ATTACHMENT B COST SUMMARY/PRICING

### 1. Pricing for Laboratory Supplies.

Table 1

	Part Number	Qty	Description	List Price	Unit Discount	Unit Net	Extended Price
1	1863004	1	ddPCR™ Droplet Reader Oil 2 L (2 x 1 L), oil for use with droplet reader in the QX200™/QX100™ Droplet Digital™ PCR Systems	\$1,923.00	10.00%	\$1,730.70	\$1,730.70
2	1863005	1	Droplet Generation Oil for Probes 70 ml (10 x 7 ml), oil for use with droplet generator in the QX600/QX200 Droplet Digital™ PCR Systems	\$398.00	10.00%	\$358.20	\$358.20
3	1863024	1	ddPCR Supermix for Probes (No dUTP) 5 ml (5 x 1 ml), 2x supermix, for use in sample preparation for droplet generation in the QX600/QX200 Droplet Digital PCR Systems	\$650.00	10.00%	\$585.00	\$585.00
4	1864008	1	DG8™ Cartridges for QX200™/QX100™ Droplet Generator Pkg of 24, cartridges for use with the QX200 Droplet Generator	\$335.00	10.00%	\$301.50	\$301.50
5	1863052	1	ddPCR Buffer Control for Probes 9 ml (2 x 4.5 ml), 2x buffer, for use as blank control with Droplet Generation Oil for Probes	\$326.00	10.00%	\$293.40	\$293.40
6	1863009	1	DG8™ Gaskets for QX200™/QX100™ Droplet Generator Pkg of 24, gaskets for use with QX200 Droplet Generator	\$83.00	10.00%	\$74.70	\$74.70
7	1814040	1	PCR Plate Heat Seal, foil, pierceable Pkg of 100, foil seals for PCR and QX200/QX100 Droplet Digital PCR System applications, for use with PX1 PCR Plate Sealer	\$123.00	10.00%	\$110.70	\$110.70
8	12001925	1	ddPCR™ 96-Well Plates Pkg of 25, clear well/clear shell semi-skirted plates, for use with QX200™/QX100™ or QX200™ AutoDG™ Droplet Digital™ PCR Systems	\$207.00	10.00%	\$186.30	\$186.30
9	1864038	1	ddPCR™ Supermix for Residual DNA Quantification 5 ml (5 x 1 ml), 2x supermix, for direct quantification of residual host cell DNA in the QX600/QX200 Droplet Digital™ PCR Systems	\$1,315.00	10.00%	\$1,183.50	\$1,183.50
10	1864021	1	One-Step RT-ddPCR Advanced Kit for Probes 200 x 20 µl reaction kit, for absolute quantification of target RNA in the QX600/QX200 Droplet Digital™ PCR Systems	\$1,409.00	10.00%	\$1,268.10	\$1,268.10
11	1864022	1	One-Step RT-ddPCR Advanced Kit for Probes 500 x 20 µl reaction kit, for absolute quantification of target RNA in the QX600/QX200 Droplet Digital™ PCR Systems	\$3,520.00	10.00%	\$3,168.00	\$3,168.00



12	12006058	1	QX ONE Droplet Generation Oil for Probes Droplet generation oil for probe chemistry, for use with the QX ONE ddPCR system, enough for 20 96-well plates	\$2,453.00	10.00%	\$2,207.70	\$2,207.70
13	12006057	1	QX ONE Droplet Reader Oil 700 ml, droplet reader oil for use with the QX ONE ddPCR System	\$2,453.00	10.00%	\$2,207.70	\$2,207.70
14	12006859	1	Cartridge, QX ONE GCR96, Pack of 10	\$4,675.00	10.00%	\$4,207.50	\$4,207.50
15	12006858	1	GCR96 Cartridge, pack of 1 Pack of 1 cartridge for use with QX ONE ddPCR System	\$510.00	10.00%	\$459.00	\$459.00
16	12006843	1	GCR96 Foil Heat Seal Foil heat seal to seal the GCR96 Cartridge, pack of 100	\$148.00	10.00%	\$133.20	\$133.20
17	12006060	1	QX ONE ddPCR System Waste Bottle Waste bottle compatible with the QX ONE ddPCR System	\$270.00	10.00%	\$243.00	\$243.00
18	HSP9601	1	Hard-Shell® 96-Well PCR Plates, low profile, thin wall, skirted, white/clear Pkg of 50, white shell/clear well PCR plate, rigid 2-component design	\$335.00	10.00%	\$301.50	\$301.50

## 2. Pricing for Annual Service Plans.

Table 2

	Part Number	Qty	Description	Instrument Serial No.	List Price	Unit Discount	Unit Net	Extended Price
1	CSP10017	3	CSP, DIGITAL PCR W/MAN DG OS Digital PCR System W/Manual DG, 1 yr FULL ON-SITE Complete Support Plan . Unlimited repair inclusive of travel, parts and labor. Computer not covered. Includes Droplet Generator (non Auto DG) and Droplet Reader. 1 PM visit included.	771BR2399 / 772BR5414; 5/1/24 - 4/30/27	\$13,327.00	0.00 %	\$13,327.00	\$39,981.00
2	11000530	3	CSP, C1000/S1000 PCR OS C1000/S1000, 1-yr FULL ON-SITE Complete Support Service Plan. Unlimited repairs inclusive of travel, parts and labor. Computer not covered. 1-Preventative Maintenance visit included.	CT021715/ RD057178; 5/1/24 - 4/30/27	\$2,500.00	0.00 %	\$2,500.00	\$7,500.00
3	11000531	3	CSP, PCR PLATE SEALER OS PCR Plate Sealer, 1-year FULL ON-SITE Complete Support Service Plan. Unlimited repair inclusive of travel, parts and labor. 1-Preventative Maintenance visit included.	770BR2915; 5/1/24 - 4/30/27	\$2,500.00	0.00 %	\$2,500.00	\$7,500.00
4	11000658	3	CSP, QX ONE SYS OS QX ONE System, 1 yr FULL ON-SITE Complete Support Plan. Unlimited repair inclusive of travel, parts, and labor. External computer not covered. 2-Preventative Maintenance visits included.	766BR2082; 5/1/24 - 4/30/27	\$37,170.00	0.00 %	\$37,170.00	\$111,510.00

<b>Total Discount:</b>	\$0.00
<b>Sub Total:</b>	\$166,491.00
	\$0.00
<b>Total:</b>	\$166,491.00

**Notes**

**\*\*\*Invoicing: Annual, Up-front**

**(Service Plans to be billed at the beginning of the contract year)**

\*Instrument and repair case information:

Please reference Case # and Serial #: Multiple instruments. See quoted line items.

Multiple instruments. See quoted line items. Instrument

### Service Plans Terms and Conditions of Sale

#### 1. PERIOD OF COVERAGE:

The dates determining the Period of Coverage are outlined in Table 2 above for Service Plans including repair services. Bio-Rad shall have no obligation to provide service outside of the stated period.

#### 2. COVERED EQUIPMENT:

Maintenance Service will be provided only to those instruments referenced in Table 2 above. Bio-Rad shall have no obligation to service other products under the quoted Service Plan. Refer also to computer coverage contained in paragraph 11.

The Customer is not to make or participate in any modification, adjustment, relocation or repair of the Covered Equipment without the prior consent of the Authorized Bio-Rad Representative.

#### 3. COVERED LOCATION:

Except as otherwise provided herein, on-site Maintenance Service shall be provided only at 405 W 5th Street, Suite 600, Santa Ana, CA 92701. Service Center (mail-in) Service Plans are limited to the location for which the plan has been purchased as specified on the quotation.

#### 4. ACCESS TO COVERED EQUIPMENT AND ENVIRONMENT:

The Customer shall make available to Bio-Rad software programs and documentation available to the Customer which, in Bio-Rad's sole discretion, are relevant to the maintenance of the Covered Equipment.

The Customer shall give authorized Bio-Rad employees or representatives such full and free access to all Covered Equipment and any other equipment and facilities associated with the Covered Equipment and under the control of the Customer as may be appropriate to provide Maintenance Service hereunder, subject to the Customer's reasonable safety and security regulations of which Bio-Rad is notified.

The customer shall provide adequate working space, heat, light, ventilation, air conditioning, electric current and outlets for the use of Bio-Rad's employees. These facilities shall be within a reasonable distance from the equipment to be serviced and shall be provided at no charge to Bio-Rad. The Customer shall maintain site environmental conditions throughout the term of

this Agreement in accordance with the specifications established by Bio-Rad for the equipment being maintained.

BSL facilities - Usage of covered products in biological safety level containment facilities greater than BSL-2 is not permitted under the standard service agreement. Customer is responsible for advising Bio-Rad if covered equipment will be used in or moved to a BSL-3 or BSL-4 environment, failure to do so may result in cancellation of Service Plan.

5. DEFINITION OF MAINTENANCE SERVICE:

Repair Service is defined as Covered Equipment requiring service as a result of the equipment not performing to factory specifications. Repair Service assistance may be provided by Bio-Rad via telephone, via Remote Diagnostics (if so equipped), at a Bio-Rad service center, or by an on-site visit by a Bio-Rad Field Service Engineer, at Bio-Rad's sole discretion to resolve instrument malfunctions.

On-site Service Plans provide a typical response time of 3-5 business days (for most locations) after Bio-Rad's Technical Support Center receives notice of the malfunction from the Customer and determines an engineer dispatch is required.

Service Center Plans provide for a typical turn around time of 5-7 business days from the time of instrument receipt at our Service Center.

Scheduled Preventative Maintenance service may be provided with some Service Plans (refer to Table 2 above.) Where included, "Preventative Maintenance" means use of procedures during which Bio-Rad Field Service Engineers will carry out defined maintenance procedures as outlined in our Service documentation as well as perform a complete system checkout to ensure continuing optimum performance. Maintenance procedures may include replacement of wear and tear parts where applicable, cleaning, mechanical inspections, adjustments and lubrication as required. System checkout includes following a comprehensive list of instrument checks to ensure an instrument is functioning to factory specifications.

6. NOTICE OF MALFUNCTIONING COVERED EQUIPMENT:

The Customer shall immediately notify Bio-Rad of malfunctioning Covered Equipment. Bio-Rad shall not be obligated to furnish Maintenance Service under this Agreement until such notice is received from the Customer.

7. REPLACEMENT PARTS:

Replacement parts furnished as part of Maintenance Service may be new or reconditioned, at Bio-Rad's sole discretion. Replaced parts removed from Covered Equipment in the course of Maintenance Service shall become the exclusive property of Bio-Rad.

8. EXCLUSIONS:

The following are specifically excluded from any Maintenance Service:

- Consumable supplies for Covered Equipment, including but not limited to reagents, assays, buffer, printer supplies, sample plates/trays/slides.
- Software or programs furnished by Bio-Rad for use on any Covered Equipment.
- Electrical work external to Covered Equipment.
- Painting, refinishing or other solely cosmetic alterations of Covered Equipment.
- Repair service required as a result of damage due to; delay of notice of malfunction, fire, water, theft, accident, abuse, neglect, misuse, power failure, fluctuation in the power supply, improper air conditioning or humidity control or any cause not attributable to ordinary wear and tear including use of the Covered Equipment for other than the purposes for which it was designed.

- Service which is impractical for Bio-Rad to render because of alterations in the Covered Equipment or its connection by mechanical or electrical means to another machine or device.

If the Customer requests Bio-Rad's service without good reason as determined at Bio-Rad's sole discretion, the Customer may be liable to pay to Bio-Rad in accordance with Bio-Rad's then prevailing rates for such call, such charges being in addition to any other moneys due under this or any other agreement between Bio-Rad and the Customer.

9. HOURS OF SERVICE:

All Maintenance Service shall be furnished between the hours of 8:30 A.M. and 5:30 P.M., Monday through Friday, excluding locally observed and Bio-Rad observed holidays ("Regular Business Days"). Bio-Rad shall have no obligation to furnish Maintenance Service at other times. Service provided during other than Regular Business Days shall be billed to the Customer at Bio-Rad's then prevailing rates.

10. TEMPORARY REMOVAL OF COVERED EQUIPMENT:

Bio-Rad may temporarily remove from a Covered Location any Covered Equipment or part thereof for repair at a Bio-Rad Service Center if Bio-Rad, in its sole discretion, deems such removal appropriate to provide Maintenance Service. Bio-Rad may provide the Customer with temporary use of loaner equipment on an "as available" basis, if requested to do so by the Customer.

11. COMPUTER COVERAGE:

The initial warranty coverage for computers is provided by the computer manufacturer (OEM). Bio-Rad's Service Plans do not provide coverage of connected computer hardware, peripherals, operating systems, networking or other software which is not related to the connected Bio-Rad instrumentation.

Following Customer/OEM restoration of functionality in the event of computer hardware or operating system failure, Bio-Rad will reinstall at customer request, any related Bio-Rad software for instrument control while the connected instrumentation is covered by a Complete or Extended Care Service Plan.

Bio-Rad shall not be held responsible for reestablishing network connections lost during system failure or repair, or for reinstalling third party software, hardware, or peripherals that are not supplied by Bio-Rad for use with connected instrumentation.

Any information or data stored on the computer is the sole responsibility of the customer. Bio-Rad shall not be held responsible for damages, loss, or data corruption resulting from any reason, including but not limited to, system failure, or resulting from scheduled or unscheduled system maintenance, or acts of God. It is strongly recommended that the equipment owner maintain redundant back up copies of all data stored on the computer.

Bio-Rad shall not be held responsible for computer system lock up, or crashes, resulting from; misuse, abuse, neglect, power failure, computer viruses, customer's system maintenance or lack thereof, fluctuation in power supply, customer installed peripherals or software, unauthorized configurations, or acts of God.

12. PAYMENT OF CHARGES:

Charges are due and payable within thirty (30) days of the Invoice Date per Attachment C. Pricing in Attachment C does not include sales, use, excise, personal property or similar taxes. The Customer shall pay any such taxes applicable to the services furnished hereunder or, in

lieu thereof, provide Bio-Rad with an appropriate tax exemption certificate acceptable to the taxing authority concerned.

### 13. LIMITATION OF LIABILITY:

Any cause or circumstance of whatever nature which makes Bio-Rad performance impractical and which is not within the control of Bio-Rad or which cannot be prevented or overcome by Bio-Rad's exercise of reasonable diligence, shall excuse Bio-Rad from performance. Such circumstances shall include, but not be limited to Acts of God; acts or orders of governmental bodies having or asserting jurisdiction which prohibit or prevent performance hereunder, strikes; lockout or other labor and industrial disputes; acts of public enemies, wars, riots, sabotage; blockade embargoes, or insurrection; inability to obtain necessary labor or materials; transportation delays, and damage to equipment not due to lack of care by Bio-Rad personnel.

At Bio-Rad's sole option, Bio-Rad's liability to the Customer, arising out of Maintenance Service or other performance by Bio-Rad hereunder shall be limited to either the purchase price paid by the Customer for Bio-Rad parts and service on the relevant sales order or the correction of any defective Maintenance Service by restoring the equipment to good operating condition.

Except as prohibited by law, in no event shall Bio-Rad be liable for damages, including but not limited to, incidental, special consequential or other damage, including loss of anticipated profits or other economic loss, arising out of the transactions and services provided, even if Bio-Rad had been advised of the possibility of such damage.

Bio-Rad is not responsible for loss of data on externally connected computer equipment or customer created data stored on the instrument, regardless of cause. Restoration of Bio-Rad software and default factory protocols can be included in the service provided, if required. Maintenance and troubleshooting of customer computer networks is the sole responsibility of the customer.

### 14. TERMINATION OF SERVICE PLAN:

Bio-Rad may terminate the purchased Service Plan, under the following circumstances: Attachment of Covered Equipment to other equipment not outlined in the quotation which adversely affects instrument performance and/or Bio-Rad's ability to perform Maintenance Service.

Any modification, adjustment, relocation or repair not furnished by Bio-Rad which, in Bio-Rad's sole discretion, adversely affects instrument performance and/or Bio-Rad's ability to perform Maintenance Service.

A finding by Bio-Rad, in its sole discretion, that Covered Equipment is not being maintained by the Customer as outlined in the owner/operation manual.

If Customer petitions for reorganization under the Bankruptcy Act or is adjudicated Bankrupt, or if a receiver is appointed for the Customer's business or if the Customer makes an assignment for the benefit of its creditors, or the Customer defaults in payment of any sum due here under, or otherwise fails to fulfill its obligations under this Agreement, then Bio-Rad shall, without further notice, have the immediate right to terminate this Agreement.

The Customers' failure to provide diagnostic programs, documentation or access to Covered Equipment pursuant to paragraph 5.

Should the Customer elect to terminate the Service Plan before the end of the specified period



of coverage, a prorated percentage of the original plan price will be credited to the customer less the value of any services rendered. Proration shall be based upon remaining time within the period of coverage. No credit will be issued for Service Plans with less than 4 months of coverage remaining. In the case of Pre-Paid single event services such as IQOQ, a full credit will be issued provided the Pre-Paid service has not been started.

15. AMENDMENT:  
Intentionally omitted.

16. NOTICES:  
Intentionally omitted.

17. SERVICE WARRANTY:  
Work performed by Bio-Rad is warranted against defects in material and workmanship during the Period of Coverage. Bio-Rad shall have no obligation to provide warranty service outside of the Period of Coverage.

18. One-Time, Flat Rate Services:  
The following applies to one time, flat rate services, including Preventative Maintenance (Proactive Plans), IQOQ, PMOQ, MVOQ, Thermal Validation, Step Tablet Certification, and Instrument Checks (Performance Plans): Service is valid for one (1) year from acceptance of purchase order. Payment for full amount of one time Service is due net 30 days from the date of invoice, and invoicing occurs at the time of order submission. This is a flat rate service.

19. REPAIR PLAN TERMS AND CONDITIONS OF SALE (TIME & MATERIALS SERVICE):  
The quoted amount includes estimated parts and/or labor required to complete requested service. Applicable taxes and shipping charges are not included. Instruments repaired at the BioRad Service Center will be shipped back to the Customer with shipping charges PREPAID by Bio-Rad and added to the bill unless otherwise specified by the Customer. Total charges may vary should additional parts and/or labor be required, the customer will be advised of any change in estimated charges.

#### PROVISION OF PARTS ONLY, FOR CUSTOMER INSTALLATION:

Provision of parts by Bio-Rad for the purpose of repairs attempted by non-Bio-Rad personnel does not imply a guarantee of success. Installer of purchased parts assumes all risks including personal injury and damage to instrument or surroundings. Internal replacement parts purchased for end-user installation cannot be returned for credit unless approved in writing by Bio-Rad prior to purchase. Internal replacement parts include any part that is not external to an instrument (example: circuit boards, displays, switches etc.). Parts which are considered a user replaceable or maintenance item as documented in the users/operation manual are exempt.

#### BILLABLE SERVICE WARRANTY:

Bio-Rad provides a 90-day parts and labor warranty for work performed by Bio-Rad personnel, for which payment has been made for the services detailed on Bio-Rad's Service Report provided to customer upon completion of the repair. Should the installed part(s) identified on the Service Report require replacement within 90-days of the original service, Bio-Rad will provide the part and labor free of charge. Replacement parts supplied could be new or reconditioned at Bio-Rad's discretion however the warranty applies to both. This warranty does not apply to instruments covered by original product warranty or service plan or to parts that were not replaced during the original service. The warranty does not apply to internal replacement parts installed by customers or 3rd party service organizations.

**PAYMENT FOR REPAIRS/SERVICES:**

Quoted prices do not include sales or similar taxes. Additional discounts or surcharges may apply. Invoice amounts will reflect final or total charges applicable. The Customer shall pay any such duties or taxes applicable to parts or materials furnished hereunder or, in lieu thereof, provide Bio-Rad with an appropriate tax exemption certificate acceptable to the taxing authority concerned. Any tax exemption certificates should be provided at time of Purchase Order issue or taxes will be charged based on local laws.

Minimum labor/travel charges are applicable in the event service is started but not completed, at customer request, or due to unavailability of instrument at time of initial visit.

Shipping charges: Customer is responsible for shipping both ways. Customer is full responsible for any shipping damage when shipping instrument(s) to Bio-Rad. Custom packaging material may be provided, subject to availability. Any charges for packaging material will be advised at the time of request.

Billing Account: An existing Bio-Rad billing account for the address that needs service is required. Should we not have an account for your specified billing/shipping address, a new account application will need to be completed and reviewed. It is the Customer's responsibility to provide the correct shipping and billing information on their purchase order.

Third Party Payers: By issuing a purchase order number or reference number against which we will bill, third party payers are expected to pay the invoice based on the terms stated on the invoice. Field service reports will be provided to the end user contact free of charge. Any additional copies required by third party payer may be subject to additional charges. End user contact information (name, phone, email) must be provided in order for Bio-Rad to provide service in a timely manner (shipping information, confirmation of reported problem with the instrument or location, etc).

- 3. Consumables that are not included in the initial order shall be ordered on an as-needed basis.**
- 4. Shipping fees \$45.00 per order with additional charges of \$6.00 per order for orders requiring dry ice and \$23.00 for orders requiring blue ice.**

Line	Description:	Qty.	Not to Exceed
1	Plate(s) for the QX200 System / Consumables	Ongoing	\$ 0.00

## **ATTACHMENT C COMPENSATION AND INVOICING**

### **I. COMPENSATION**

This is a fixed-fee price Contract not to exceed **\$375,000** for the period of May 1, 2024 through and including April 30, 2027.

Contractor agrees to accept the specified compensation as full remuneration for performing all services and furnishing all staffing and materials called for; for any reasonably foreseen difficulties under the responsibility of Contractor which may arise or be encountered in the execution of the services until their acceptance; for risks connected with the services; and for performance by Contractor of all of its duties and obligations hereunder. The fixed price in this Attachment C, Compensation and Invoicing, includes the fee and all expenses related to the performance of work and services required to meet the tasks and deliverables in Attachment A, Scope of Work.

County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of County's General Terms and Conditions.

### **II. PAYMENT TERMS**

Invoices are to be submitted in arrears to the address listed below. Payment of invoices will be net thirty (30) calendar days after the receipt of an acceptable invoice submitted in accordance with the terms set forth herein. The invoice must be verified and approved by County's Project Manager and is subject to routine processing requirements of County. Invoices will not be paid if goods/services have not been appropriately delivered as determined by County Project Manager.

Annual Service Plans are to be invoiced annually and paid in advance.

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

Payment 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 services.

### **III. PAYMENT (ELECTRONIC FUNDS TRANSFER) - INVOICING INSTRUCTIONS**

County offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to County via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in the Contract.

1. Invoices and all supporting documentation shall be submitted to: [HCAAP@ochca.com](mailto:HCAAP@ochca.com)

OR:

HEALTH CARE AGENCY:  
P.O. BOX 689  
SANTA ANA, CA 92702-0689

2. Contractor shall provide a two-part invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor shall leave an invoice with each delivery. Each invoice shall have a unique number and shall include the following information:
  - a. Contractor's Name and Address
  - b. Contractor's Remittance Address, if different from a, above
  - c. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
  - d. Name of County Agency
  - e. Delivery/Service Address
  - f. Master Agreement Number **MA-042-24010442**
  - g. Description of Services
  - h. Sales Tax, if applicable
  - i. Freight/Delivery Charges, if applicable
  - j. Date(s) of Performance of Service
  - k. Amount of Payment Requested

The responsibility for providing acceptable invoice(s) to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned.