



**CONTRACT NO. MA-042-19011267**

**FOR**

**LABORATORY SUPPLIES  
AND  
SERVICE PLAN**

**BETWEEN**

**THE COUNTY OF ORANGE  
HEALTH CARE AGENCY**

**AND**

**BIO RAD LABORATORY INC.**

**Page No.**

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MA-042-19011267  
FOR  
LABORATORY SUPPLIES AND SERVICE PLAN  
WITH  
BIO-RAD LABORATORIES INC.

This Contract Number MA-042-19011267 ("Contract"), is made and entered into this 1st day of May, 2019 ("Effective Date") between Bio Rad Laboratories, Inc. ("Contractor"), with a place of business at 200 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 200 W. Santa Ana Blvd., Suite 650, Santa Ana, CA 92701-7506. Contractor and County may sometimes be referred to hereinafter individually as "Party" or collectively as "Parties.

### **ATTACHMENTS**

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

Attachment A – Scope of Work/Pricing  
Attachment B – Compensation/Invoicing

### **RECITALS**

**WHEREAS**, the County desires to enter into this Contract with Contractor for the laboratory supplies and service plan; and

**WHEREAS**, Contractor agrees to provide services to the County as further set forth in the Scope of Work/Pricing, attached hereto as Attachment A; and

**WHEREAS**, County agrees to pay Contractor based on the schedule of fees set forth in Compensation/Invoicing, 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 herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- 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 quoted 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 the Contractor.
- 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 statement 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 in advance.
- 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, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," 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.

- 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 claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- 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. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- 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 the 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 the 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, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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 maintain 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.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any third party liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the 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)~~. It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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 the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

#### Required Coverage Forms

The Commercial General Liability coverage shall be written on 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 the **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 the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall 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 waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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 agency/department address listed on the solicitation.

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) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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 the County's specific written approval.



- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing 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 in the performance of their duties.

- 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" below, 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 the 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:** The 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. The 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the 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 third party claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. 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.

- AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the 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. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the 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 the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the 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:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County shall procure laboratory supplies and service plan from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on ~~May 1, 2019; May 1, 2020; May 1, 2021; May 1, 2022~~ through and including ~~April 30, 2020; April 30, 2021; April 30, 2022; April 30, 2024;~~ ~~renewable for four (4) additional one-year periods upon agreement of both Parties.~~ The 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. **Breach of Contract:** The failure of the 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 the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Section K herein;
  - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
  
4. **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.
  
5. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The 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 the County.
  
6. **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. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
  
7. **Contractor’s Account Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The 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 time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such

action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

8. **County of Orange Child Support Enforcement:** All Contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. In order to comply with the child support enforcement requirements of the County of Orange, all Proposers/proposers must furnish to the Contract administrator, the Purchasing Agent, or the agency/department Deputy Purchasing Agent:
- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
  - B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;
  - C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
  - D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

9. **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 the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
  - 1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent 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 the County, on its own initiative, has already rendered such a final decision.
  - 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the 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 the Contractor believes the County is liable.

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

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

10. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The 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 the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

11. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

12. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the 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 the Contractor shall show both the emergency purchase order number and the Contract number.
13. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

14. **Equal Employment Opportunity:** The 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. The 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, the 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. The 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. The 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.

15. **News/Information Release:** The Contractor agrees that it will 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 the County through the County's Project Manager.
16. **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 assigned Deputy Purchasing Agent (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:	Michelle Gleason
	Address:	200 Alfred Nobel Drive Hercules, CA 94547
	Telephone:	800-876-3425 Ex: 8412



E-mail: [michelle\\_gleason@bio-rad.com](mailto:michelle_gleason@bio-rad.com)

For County: Name: County of Orange HCA/Purchasing  
 Attention: Roland Tabangin  
 Address: 200 W. Santa Ana Blvd Suite 650  
 Santa Ana, CA 92701  
 Telephone: (714) 834-3151  
 E-mail: [rtabangin@ochca.com](mailto:rtabangin@ochca.com)

CC: Name: County of Orange HCA  
 Attention: Allison Hartendorp  
 Address: 1729 W 17<sup>th</sup> St  
 Santa Ana, CA 92706-2344  
 Telephone: 714-834-4245  
 E-mail: [ahartendorp@ochca.com](mailto:ahartendorp@ochca.com)

17. **Precedence:** The Contract documents consist of this Contract and its Attachment and Exhibits. 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, the Attachments, and then the Exhibits.
18. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the 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.
19. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
20. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
21. **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).

22. **Debarment:** To the extent applicable, Contractor shall certify in writing 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. Where Contractor is unable to certify to any of the statements in the written certification, Contractor must include a written explanation thereon for the County to consider. County shall have the right to refuse to enter into this Contract with the Contractor, or terminate this Contract if already entered into, if Contractor either fails to certify or certifies that it is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.
23. **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, the 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.
24. **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 6250 et seq.
25. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
26. **Parking for Delivery Services:** County shall not provide free parking for delivery services.

(SIGNATURE PAGE FOLLOWS)

**CONTRACT SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-19011267 the date set forth opposite their signatures. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of 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.**

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

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

Purchasing Agent/Designee Authorized Signature:

\_\_\_\_\_  
Print Name Deputy Purchasing Agent  
Title

\_\_\_\_\_  
Signature Date

~~MASTER AGREEMENT NO. MA-042-19011267  
LABORATORY SUPPLIES  
AND  
SERVICE PLAN.  
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) and OC Public Health Water Quality Laboratory (OCPHWQL) are looking to purchase miscellaneous laboratory testing supplies.~~

~~B. Contractor Responsibilities:~~

- ~~1. Contractor shall deliver the items listed and requested to either of the following locations:
 
  - ~~1. OC Public Health Laboratory (OCPHL)  
1729 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706~~
  - ~~2. OC Public Health Water Quality Laboratory (OCPHWQL)  
600 Shellmaker Rd., Bldg. A  
Newport Beach, CA 92660  
(Gated Facility, requires code gate key access)~~~~
- ~~2. Miscellaneous items/supplies (not on provided attachment) may be ordered against the Contract.~~
- ~~3. Contractor shall be able to deliver the items listed/requested within five (5) days of placing the order.~~
- ~~4. Contractor shall have provisions for emergency next day drop shipment of items listed on the attachment and in accordance to manufacturer availability to either the OCPHL or OCPWQL.~~
- ~~5. Contractor shall provide notification to the department for items placed on backorder as soon as the information is known and no more than two (2) weeks from time and date of order.~~
- ~~6. Contractor shall have the ability to establish "standing orders" for any or all portions of media or supply items listed. Standing orders are items and quantities from the~~

~~list that County would pre-identify and Contractor would deliver to either location at an agreed upon time of the month.~~

- ~~7. Product availability, production and specifications changes shall be provided in writing thirty (30) days in advance.~~
- ~~8. Shipping charges are authorized for rush or emergency orders and is authorized to be paid against the Contract.~~
- ~~9. Department is authorized to place its own orders, including standing order at its convenience.~~
- ~~10. Department is authorized to order same items from different vendor at its discretion.~~

**ATTACHMENT A (cont.)  
COST SUMMARY/PRICING**

Line	Catalog No.	Description:	Ext. Price
4	ENP10017	Digital PCR System, 1 yr FULL ON-SITE Extended Cover Service Plan . Unlimited repair inclusive of travel, parts and labor. Computer not covered. Includes Droplet Generator and Droplet Reader. 1 PM visit included.  Extended (1) year On-Site warranty for the QX200 System (1864001). This price is only valid at time of instrument purchase.	\$ 12,562
2	1851197WM	SCA, C1000 Touch w/96-Well  Extended (1) year mail-in warranty for the C1000 Touch with 96-Deep Well Block (1851197). This price is only valid at time of instrument purchase.	\$ 873.00
3	1814000WM	SCA, PX1 Plate Sealer  Extended (1) year mail-in warranty for the PX1 Plate Sealer (1814000). This price is only valid at time of instrument purchase.	\$ 297.00

<b>CONSUMABLES</b>			
LINE	CATALOG NO.	DESCRIPTION:	EXT. PRICE
4	1863004	DROPLET READER OIL, 2x1000 ML/B	\$ 1,260.00
2	1863005	DROPLET GENERAT. OIL, 10x7 ML/B	\$ 278.10
3	1863024	ddPCR SMX PRBS no dUTP 500RXN	\$ 903.60
4	1864008	DG8 Cartridges, QX100/QX200, 24/PK	\$ 1,166.50
5	1863052	2X BUFFER CONTRL KIT, 2x4.5ml	\$ 228.60
6	1863009	DG8 Gaskets, QX100/QX200, 24/PK	\$ 202.50

- ~~1. Blue/Dry Ice Fee (PCHG01), Freight Charge (MCHG24) & Sales Tax are authorized to be paid against the contract.~~
- ~~2. Miscellaneous items are authorized to be purchased with a not to exceed amount of \$3,000/unit. Pricing may increase during the term of the Contract, in which case an updated/revised attachment A shall be attached. Pricing shall be valid until December 31, 2019 and then pricing shall increase and reset each fiscal year January 1<sup>st</sup>.~~

LINE	CATALOG NO.	DESCRIPTION:	EXT. PRICE
4	1814040	Pierceable Foli Heat Seal, 100/PK	\$ 85.50
2	12001925	ddPCR Plates 96-Well, Semi-Skirted, 25BX	\$ 138.60

ATTACHMENT A-2REVISED SCOPE OF WORK/COST SUMMARY/PRICINGA. 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) and OC Public Health Water Quality Laboratory (OCPHWQL) are looking to purchase miscellaneous laboratory testing supplies.

B. Contractor Responsibilities:

1. Contractor shall deliver the items listed and requested to either of the following locations:
  1. OC Public Health Laboratory (OCPHL)  
1729 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706
  2. OC Public Health Water Quality Laboratory (OCPHWQL)  
600 Shellmaker Rd., Bldg. A  
Newport Beach, CA 92660  
(Gated Facility, requires code gate key access)
2. Miscellaneous items/supplies (not on provided attachment) may be ordered against the Contract.
3. Contractor shall be able to deliver the items listed/requested within five (5) days of placing the order.
4. Contractor shall have provisions for emergency next day drop shipment of items listed on the attachment and in accordance to manufacturer availability to either the OCPHL or OCPWQL.
5. Contractor shall provide notification to the department for items placed on backorder as soon as the information is known and no more than two (2) weeks from time and date of order.
6. Contractor shall have the ability to establish “standing orders” for any or all portions of media or supply items listed. Standing orders are items and quantities from the list that County would pre-identify and Contractor would deliver to either location at an agreed upon time of the month.

7. Product availability, production and specifications changes shall be provided in writing thirty (30) days in advance.
8. Shipping charges are authorized for rush or emergency orders and is authorized to be paid against the Contract.
9. Department is authorized to place its own orders, including standing order at its convenience.
10. Department is authorized to order same items from different vendor at its discretion.

Part Number	Qty	Description	List Price	Unit Discount	Unit Net	Extended Price
1 CSP10017 This service belongs to Instrument: 1864 002	1	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.	\$13,327.00	0.00%	\$13,327.00	\$13,327.00
2 11000658 This service belongs to Instrument: 1200 6536	1	CSP, QX ONE SYS OS QX ONE System, 1 yr FULL ON- SITE Complete Support Plan. Unlimited repair inclusive of travel, parts, and labor. Computer not covered. 2-Preventative Maintenance visits included.	\$37,170.00	0.00%	\$37,170.00	\$37,170.00
3 CSP10057 This service belongs to Instrument: 1851 197	1	CSP, PCR 2 MI PCR System, 1 yr FULL MAIL IN Complete Support Plan. Unlimited repair inclusive of shipping, parts and labor. Includes thermal cyclers and reaction module. PM not included	\$760.00	0.00%	\$760.00	\$760.00
4 11000529 This service belongs to Instrument: 1700 5351	1	ENP, C1000/S1000 PCR OS C1000/S1000, 1-yr FULL ON-SITE Extended Cover Service Plan. Unlimited repairs inclusive of travel, parts and labor. Computer not covered. 1-Preventative Maintenance visit included.	\$2,500.00	0.00%	\$2,500.00	\$2,500.00
5 CSP10055 This service belongs to Instrument: 1814 000	1	CSP, PCR PLATE SEALER MI PCR Plate Sealer, 1 yr FULL MAIL IN Complete Support Plan. Unlimited repair inclusive of shipping, parts and labor. PM not included	\$450.00	0.00%	\$450.00	\$450.00
6 11000486 This service belongs to Instrument: 1814 000	1	ENP, PCR PLATE SEALER OS PCR Plate Sealer, 1-year FULL ON- SITE Extended Cover Service Plan. Unlimited repair inclusive of travel, parts and labor. 1-Preventative Maintenance visit included.	\$2,500.00	0.00%	\$2,500.00	\$2,500.00



7	1851196PMOQ This service belongs to Instrument: 1851 197	1	PMOQ,C1000 Touch System ** PMOQ, C1000 Touch 96W Thermal Cycler on site ** This complete service protocol is provided on location at the customers site. This PMOQ is designed to evaluate and document the Preventative Maintenance (PM) and Operational Qualification (OQ) of the Bio-Rad Instrument. Preventive Maintenance (PM): Bio-Rad Field Service Engineers will inspect the instrument for defective parts, clean, lubricate, adjust and exercise the instrument in all of its operational modes to ensure continuing optimum performance. Operational Qualification (OQ): Bio- Rad Field Service Engineers will follow protocols that include testing and verification of system component operation, as well as overall system operation. A full set of documents are provided upon completion of the PMOQ. Prior to the performance of a PMOQ, all necessary repairs must be performed and the instrument must be brought up to factory standards. This is a billable service if the instrument is not currently covered by factory warranty or Bio- Rad service contract.	\$3,000.00	0.00%	\$3,000.00	\$3,000.00
8	1863004	1	ddPCR™ Droplet Reader Oil	\$1,603.00	0.00%	\$1,603.00	\$1,603.00
9	1863005	1	Droplet Generation Oil for Probes 70 ml (10 x 7 ml), oil for use with droplet generator in the QX200/ QX100 Droplet Digital PCR Systems	\$350.00	0.00%	\$350.00	\$350.00
10	1863024	1	ddPCR Supermix for Probes (No dUTP)	\$562.00	0.00%	\$562.00	\$562.00
11	1864008	1	DG8 Cartridges for QX200/QX100 Droplet Generator Pkg of 24, cartridges for use with the QX200/QX100 Droplet Generator	\$295.00	0.00%	\$295.00	\$295.00
12	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	\$288.00	0.00%	\$288.00	\$288.00
13	1863009	1	DG8 Gaskets for QX200/QX100 Droplet Generator Pkg of 24, gaskets for use with QX200/QX100 Droplet Generator	\$73.00	0.00%	\$73.00	\$73.00
14	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	\$104.00	0.00%	\$104.00	\$104.00
15	12001925	1	ddPCR™ 96-Well Plates	\$175.00	0.00%	\$175.00	\$175.00
16	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 QX200™ AutoDG™/ QX200™/QX100™ Droplet Digital™ PCR Systems	\$1,127.00	0.00%	\$1,127.00	\$1,127.00

17	1864021	1	One-Step RT-ddPCR Advanced Kit for Probes	\$1,266.00	0.00%	\$1,266.00	\$1,266.00
18	1864022	1	One-Step RT-ddPCR Advanced Kit for Probes	\$3,163.00	0.00%	\$3,163.00	\$3,163.00
19	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	\$2,163.00	0.00%	\$2,163.00	\$2,163.00
20	12006057	1	QX ONE Droplet Reader Oil 700 ml, droplet generation oil for use with the QX ONE ddPCR System	\$2,163.00	0.00%	\$2,163.00	\$2,163.00
21	12006859	1	Cartridge, QX ONE GCR96, Pack of 10	\$4,200.00	0.00%	\$4,200.00	\$4,200.00
22	12006858	1	GCR96 Cartridge, pack of 1 Pack of 1 cartridge for use with QX ONE ddPCR System	\$441.00	0.00%	\$441.00	\$441.00
23	12006843	1	GCR96 Foil Heat Seal Foil heat seal to seal the GCR96 Cartridge, pack of 100	\$131.00	0.00%	\$131.00	\$131.00
24	12006060	1	QX ONE ddPCR System Waste Bottle Waste bottle compatible with the QX ONE ddPCR System	\$238.00	0.00%	\$238.00	\$238.00

1. Blue/Dry Ice Fee (PCHG01), Freight Charge (MCHG24) & Sales Tax are authorized to be paid against the contract.
2. Miscellaneous items are authorized to be purchased with a not to exceed amount of \$3,000/unit. Pricing may increase during the term of the Contract; in which case an updated/revised attachment Scope of Work/Cost Summary/Pricing shall be attached.

## ATTACHMENT B COMPENSATION AND INVOICING

### 1. Compensation

This is a fixed price Contract not to exceed the amount of \$~~705,000~~ \$500,000 for the Term of Contract.

The 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 the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-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 the County of Orange. The 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 the Contractor's profit will not be allowed.
3. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted 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 the County during the term of this Contract not otherwise specified and provided for within this Contract.
4. **Contractor's Expense:** The Contractor will be 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.
5. **Payment Terms – Payment in advance:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment shall be made in advance within 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

Payments made by the County shall not preclude the right of the 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.

6. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
7. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will 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 Agency/Department
  - e. Delivery/service address
  - f. Master Agreement (MA) **MA-042-19011297**
  - g. Agency/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.

Invoice and support documentation are to be forwarded to:

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

8. **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 agency/department representative listed in the Contract.

**EXHIBIT 1****COUNTY OF ORANGE  
CHILD SUPPORT ENFORCEMENT REQUIREMENTS**

~~In order to enhance the child support collection efforts of the County of Orange Child Support Services, all contractors are required to provide the following information as listed on the attached form:~~

- ~~• If the Contractor is an individual contractor: Name, date of birth, social security number, and residence address.~~
- ~~• If Contractor is doing business in a form other than as an individual: Name, date of birth, social security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity.~~

~~In addition, all contractors must provide:~~

- ~~• A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees, and~~
- ~~• A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.~~

~~In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of Contract, the Contractor agrees to furnish the required contractor data and certifications to the Contract Administrator, Purchasing Agent or the Agency/Department Deputy Purchasing Agent.~~

~~Information provided shall be transmitted to the Child Support Office, which has been charged with the establishment and enforcement of child support orders. Copies shall not be retained by the requesting agency.~~

~~Failure of the Contractor to submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.~~

**EXHIBIT 1 (CONTINUATION)  
CHILD SUPPORT ENFORCEMENT  
CERTIFICATION REQUIREMENTS**

~~A. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address:~~

~~Name: \_\_\_\_\_~~  
~~DOB: \_\_\_\_\_~~  
~~Social Security No. \_\_\_\_\_~~  
~~Residence Address: \_\_\_\_\_~~

~~B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:~~

~~Name: \_\_\_\_\_~~  
~~DOB: \_\_\_\_\_~~  
~~Social Security No. \_\_\_\_\_~~  
~~Residence Address: \_\_\_\_\_~~

~~Name: \_\_\_\_\_~~  
~~DOB: \_\_\_\_\_~~  
~~Social Security No. \_\_\_\_\_~~  
~~Residence Address: \_\_\_\_\_~~

~~(Additional sheets may be used if necessary)~~

<b><i>County Use Only</i></b>	
Department Name	HCA/Purchasing
DPA Name	John Martinez
Email Address	jomartinez@ochca.com
Phone Number	714-834-3746

**Child Support Enforcement Certificate**

*"I certify that Bio Rad Laboratories, Inc. is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract No. MA-042-19011267 with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract."*

\_\_\_\_\_  
Signature\* \_\_\_\_\_ Name (Please Print)

\_\_\_\_\_  
Title \_\_\_\_\_ Date

~~Bio Rad Laboratories, Inc.~~

\_\_\_\_\_  
Company Name

~~MA-042-19011267~~

\_\_\_\_\_  
Contract Number

**~~\*Two signatures required if a corporation.~~**

\_\_\_\_\_  
Signature\* \_\_\_\_\_ Name (Please Print)

\_\_\_\_\_  
Title \_\_\_\_\_ Date

~~Bio Rad Laboratories, Inc.~~

\_\_\_\_\_  
Company Name

~~MA-042-19011267~~

\_\_\_\_\_  
Contract Number