

AMENDMENT NUMBER THREE
TO
CONTRACT MA-060-20010412
BETWEEN THE
COUNTY OF ORANGE
AND
AB Sciex, LLC

This AMENDMENT NUMBER THREE to Contract Number MA-060-20010412 (hereinafter "AMENDMENT NUMBER THREE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and AB Sciex, LLC, (hereinafter referred to as "CONTRACTOR") with a place of business at 1201 Radio Rd., Redwood City, CA 94065 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for QTOF Sciex Instrument Service and Maintenance on June 19, 2020, for a two (2) year term of June 19, 2020 through and including June 18, 2022, in an amount not to exceed \$72,430.10 renewable for three (3) additional one (1) year terms (hereinafter "ORIGINAL CONTRACT");

WHEREAS COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on July 11, 2022 to revise the term end date from June 19, 2022 to July 18, 2022, to co-term with the service and maintenance dates; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on July 11, 2022, for a one (1) year term of July 19, 2022 through and including July 18, 2023 in an amount not to exceed \$40,953.05; as well as updated Section 21 - Notices and Attachment A, Scope of Work, Section II, to update Service Location; (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on June 6, 2023, for a one (1) year term of July 19, 2023 through and including July 18, 2024, in an amount not to exceed \$43,410.23; as well as revised Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges in its entirety; (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of July 19, 2024 through and including July 18, 2025, in an amount not to exceed \$175,000; as well as revise ATTACHMENT A, Scope of Work in its entirety and ATTACHMENT B, Compensation and Pricing Provisions, Section 2. Fees and Charges in part and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER THREE;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Additional Terms and Conditions, Section 2 - Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue in effect from 6/19/20 through and including 7/18/25, unless otherwise terminated by COUNTY.
- b. Additional Terms and Conditions, Section 3 - Renewal, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:
 3. Renewal Terms: This Contract may not be renewed.
- c. ATTACHMENT A, Scope of Work of the ORIGINAL CONTRACT IS amended in its entirety as follows:

ATTACHMENT A

Scope of Work

I. Scope of Services:

Contractor shall provide service, preventative maintenance (PM), software updates, and consumables for two (2) AB Sciex QTOF X500 instruments with Shimadzu Liquid Chromatographs and one (1) AB Sciex QTOF X500 instrument with a Sciex Liquid Chromatograph to the County as detailed below. Sciex will only replace consumable items at the time of the PM; any failure of consumables outside the maintenance are the responsibility of the County. Software updates and upgrades will be provided as qualified under the Software Plus Plan (see Section IV, Software Service Terms, below).

Service Requirements:

1. Contractor shall provide all scheduled preventative maintenance services, as well as repair services required for the following instruments/components/software:
 - a. Sciex X500R; S/N: CB20451604
 - b. Shimadzu XR System; S/N: L20435453512, L20435453513, L20235356370, L20705366381, L20215452648, L20455451024
 - c. Sciex X500R; S/N: DM240702204
 - d. Sciex ExionLC 2.0 System; S/N: FBI223010003, FCC214710007, FZB221410003
 - e. Sciex X500R; S/N: DM230602012
 - f. Shimadzu XR System; S/N: L20435855117, L20435855111, L20455851502, L20705872392, L20215853688, C2043851333, L20235858300
2. During the coverage period, one (1) preventative maintenance (PM) visit shall be performed annually by Contractor on all of the following instruments:
 - a. Sciex X500R; S/N: CB20451604
 - b. Shimadzu XR System; S/N: L20435453512, L20435453513, L20235356370, L20705366381, L20215452648, L20455451024
 - c. Sciex X500R; S/N: DM240702204

- d. Sciex ExionLC 2.0 System; S/N: FBI223010003, FCC214710007, FZB221410003
 - e. Sciex X500R; S/N: DM230602012
 - f. Shimadzu XR System; S/N: L20435855117, L20435855111, L20455851502, L20705872392, L20215853688, C2043851333, L20235858300
3. PM visit(s) for instrumentation must include general maintenance parts and must minimally include:
- a. Inspection of the roughing pump oil level and top up
 - b. Inspection for discoloration of the vacuum hose
 - c. Verify the operation of the cooling fan in the roughing pump enclosure
 - d. Visually inspect the internal and external electrical cables and gas tubing
 - e. Clean the curtain plate
 - f. Clean the orifice plate, QJet ion guide, and Q0
 - g. Replace the electrode on the ion source
 - h. Perform post preventative maintenance pressure verifications
 - i. Q1/Q2 Coil Box Tuning
 - j. QJet Coil Box Tuning
 - k. Perform post-preventative maintenance Positive TOF MS Mode Optimization
 - l. Perform post-preventative maintenance Negative TOF MS Mode Optimization
 - m. A preventative maintenance report and review with County
4. During the PM visit Contractor shall check all installed firmware versions and provide all necessary updates on all the installed software; S/N CB20451604, S/N DM240702204, and S/N DM230602012 including but not limited to:
- a. Library View
 - b. SciexOS
- Software updates and upgrades will be provided as qualified under the Software Plus Plan and pursuant to Section IV (Software Support Terms) below.
5. Contractor shall provide County with the maintenance services, repair services and other on-site services to keep County's instruments performing in accordance with the operating specifications set forth in the manufacturer's user manuals and tutorials provided at the time of instrument/component/software purchase or any instrument/component/software upgrade or update.
6. Cleaning, inspecting, replacing all worn parts, lubricating, testing, and adjusting to be provided by Contractor, as required to maintain the equipment in satisfactory operating condition.
7. All replacement parts are to be Original Equipment Manufacturer (OEM) new or certified refurbished parts, as the equipment being worked upon. All replacement parts shall have a warranty of one (1) year from the date that service was completed, except the parts warranty

will coincide with the contract period. Under no circumstances shall additional accessories be construed as maintenance/replacement parts and shall not be authorized under this Contract.

8. During the coverage period, the County shall receive electronic or written reports of all service and preventative maintenance conducted on all equipment hardware and software.
9. Contractor shall provide both phone and on-site workflow support and troubleshooting of both equipment hardware and software, as part of their Assurance Plan for all devices and Software Plus Plan.
10. County may make unlimited number of telephone technical support and service calls.
11. Contractor shall respond to service calls placed by County within twenty-four (24) hours of initial service call by phone and must respond in-person/on-site within forty-eight (48) hours of initial service call being placed to Contractor. Response will be within Contractor's business hours of 9:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, excluding Contractor Holidays.
12. If work conducted by an initial on-site/in-person service call does not resolve or repair the issue, Contractor must re-respond on-site within twenty-four (24) hours. Response will be within Contractor's business hours of 9:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, excluding Contractor Holidays.
13. All services shall be provided by a manufacturer/factory trained and certified technician. Proof of training and certification shall be provided prior to Contract approval.
14. The County project manager or their designee must be on-site with Contractor's service representative at all times.
15. Contractor shall provide services between County working hours of 8:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, excluding County Holidays*.

County Holidays:

New Year's Day
 Martin Luther King Jr's Birthday
 Lincoln's Birthday
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans' Day
 Thanksgiving Day
 Day After Thanksgiving
 Christmas Day

II. Service Location:

County of Orange Sheriff-Coroner
Crime Lab Department
320 N. Flower St.
Santa Ana, CA 92703
Attn: Merrit Duke
714-834-4525

III. Services Plan Terms (only applicable to purchase of a Services Plan)

1. **Instrument Recertification** - If an instrument has not been under warranty or a Services plan prior to commencement of a newly purchased Services plan, Contractor may require instrument recertification on a time and materials basis not covered under the new Services Plan, prior to the effective date of the new Services Plan.
2. **Hardware and Application Telephone Support** - All calls made to regional telephone support numbers during Contractor's hours of operation where County left a message for a return call including the caller's name and telephone number will be responded to within 4 business hours, unless other response time is specified herein.
3. **Planned Maintenance** - County and Contractor will schedule PM Services within a 1 month period of the manufacturer's recommended PM timeframe at a mutually agreeable time within Contractor's business hours, which is to be confirmed in writing. County shall provide access to the instrument for that visit.
4. **Plan Restrictions** -
 - (i) The decision to repair or replace any parts of the instrument will be made by Contractor in its sole and reasonable discretion. Parts and components replaced or otherwise utilized in the repair of the instrument may be either new or refurbished at the discretion of Contractor. All parts which have been removed and replaced in performance of Services become the property of Contractor.
 - (ii) Services plans do not cover replacement of parts, costs, repairs or adjustments for defects resulting from or necessitated by acts of nature, damage not caused by Contractor, accident, neglect, carelessness, misuse, including without limitation: operation with incompatible solvents or samples in the system; operation outside of the environmental or use specifications or not in conformance with the instructions for the instrument system, software, or accessories; improper or inadequate maintenance by the user; installation of software or interfacing, or use in combination with software or products, not supplied or authorized by Contractor; or modification, repair, service transfer to another location of the instrument made by the County, County's employees, agents or an unauthorized contractor, or intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with instrument or software that detrimentally affects normal operations. Services plans do not cover repair or replacement of parts that are radioactive or contaminated with biological, toxic or other dangerous materials or substances. Services plans do not cover parts for any instrument or other equipment other than the covered instrument or equipment as identified in the Service Plan by its specific serial number(s). Services plans do not cover consumables unless otherwise specified herein. Services plans do not cover costs, repairs, or adjustments made necessary by connection of the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, or by any interruption or surge in voltage (see Instruction Manual for specifications).

(iii) Unless otherwise expressly stated by Contractor in writing or under the Terms of the purchased Services plan, parts in contact with any liquid are considered wetted and may be deemed user replaceable and not covered by any Services plan, including, but not limited to seals, filters, gaskets, etc.

(iv) Use of any non-contractor's parts or reagents that deposit or cause to be deposited residual matter in the instrument flow path or that otherwise interrupt the flow path that are reasonably determined by Contractor to have caused instrument failure will require remedial repairs of the affected parts to be completed outside a Services plan at Contractor's then prevailing rates for billable service.

(v) Unless otherwise specified herein, Service plans do not include County training or services related to the relocation of instruments.

(vi) Ancillary equipment not manufactured by Contractor, such as third party computers, may be excluded from any Services plan at Contractor's discretion. Contractor will pass on to County any manufacturer's warranty of any such ancillary equipment, to the extent permitted by the manufacturer.

IV. Software Support Terms

1. Scope of Software Support Services.

(i) These software support terms apply to software support services purchased by County from Contractor, whether under a software support plan, another service plan or on time and materials basis. County may contract with Contractor for software support by product type per lab location as specifically identified on a purchase order ("Covered Product"), including as specified herein in Attachment B, Compensation and Pricing Provisions. In the event County has multiple instruments of the same type in the same lab, County must buy a multi-instrument support plan for that instrument type. Multiple plans must be purchased to cover different instrument types in the same lab. The Software Plus Plan purchased by County in this Contract (see Attachment B, Compensation and Pricing Provisions) is a Covered Product.

(ii) "Software" means the SCIEX software programs that are Covered Products or, if the Covered Product is an instrument, are included with the Covered Product. Contractor will respond to a request for troubleshooting and telephone assistance for Software via telephone or email ("SW Support Services"). SW Support Services also include releases of software that Contractor makes generally available to County during the plan term to correct errors, fix bugs, or create minor improvements, or enhancements of existing features (the "Update(s)") which Updates Contractor will designate by a change in the number to the Update of the Software released during the term of this agreement. As used herein, a Software Update is designated by a change in the number to the right of the first or second decimal point. For greater clarity, Updates do not include those releases of the Software that provide substantial new features or additional functionality which Contractor designates by a change in the number to the left of the first decimal point. County acknowledges that all reported errors may not be corrected. Software, including any Updates which will be deemed part of the Software, will be used in accordance with the requirements and obligations in the license agreement for the Software. If other services are made available by Contractor under a SW Support Services plan, those services will be provided as shown on your quotation.

2. Exclusions from coverage. The following services are expressly excluded from SW Support Services: maintenance or repair services. Contractor will not be obligated to provide SW Support Services if any malfunction arises from or relates to (a) error or malfunction of any third party software used by County either separately or in conjunction with Contractor's Software, or (b) County has failed to incorporate the latest Update previously released to County.

3. County Responsibilities. County is responsible for any and all restoration or reconstruction of lost or altered files, data, or programs. County will maintain and implement a complete data backup and disaster recovery plan appropriate for its business operations and is solely responsible for security of its confidential, proprietary or classified information. County will not disclose confidential, proprietary or any information that is subject to intellectual property rights.

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d. Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges, of the ORIGINAL CONTRACT is amended in part as follows:

1. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Item No.	Description/Service Plan/Model Type	Serial No.	Cost*
001	Assurance Plan 1PM – X500R	CB20451604	\$ 34,725.41
002	1PM Assurance Plan for LC Devices – Shimadzu XR System	L20435453512, L20435453513, L20235356370, L20705366381, L20215452648, L20455451024	\$8,621.16
003	Software Plus Plan – X500R	CB20451604	\$3,198.76
004	Assurance Plan 1PM – X500R	DM240702204	\$34,725.41
005	1PM Assurance Plan for LC Devices – EXION2.0-BiPump	FBI223010003, FCC214710007	\$8,018.49
006	1PM Assurance Plan for LC Devices – EXION2.0-AS	FZB221410003	\$3,120.35
007	Software Plus Plan – X500R	DM240702204	\$3,198.76
008	Assurance Plan 1PM – X500R	DM230602012	\$37,619.20
009	1PM Assurance Plan for LC Devices – Shimadzu XR System	L20435855117, L20705872392, C20435851333, L20455851502, L20235858300, L20215853688, L20435855111	\$9,339.59
010	Software Plus Plan – X500R	DM240702204	\$3,465.33
TOTAL			\$146,032.46

*Cost shall include all parts, labor, travel and any other related costs.

Applicable sales tax is authorized to be paid against this Contract.

Contract shall not exceed \$175,000 for the contract term July 19, 2024 through and including July 18, 2025.

2. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBERS ONE and TWO except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER THREE, remain unchanged and in full force and effect.

(Signature Page Follows)

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER THREE to Contract number MA-060-20010412.

*Contractor: AB Sciex, LLC

By: Noemi Malaluan Title: Sr. Manager Customer Service
Noemi Malaluan (May 6, 2024 11:38 PDT)
Print Name: Noemi Malaluan Date: May 6, 2024

*Contractor: AB Sciex, LLC

By: Robert Christian Title: VP and General Manager, Americas
Robert Christian (May 7, 2024 08:12 EDT)
Print Name: Robert Christian Date: May 7, 2024

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form

Office of the County Counsel
Orange County, California

By: Annie Loo
Deputy DocuSigned by: B7726751D1E947E...













Amendment Number Three - MA-060-20010412 AB Sciex LLC

Final Audit Report

2024-05-07

Created:	2024-05-06
By:	Justin Edwards (justin.edwards@sciex.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC4PwGRifEcJtj4LHCFah3IQGfDULQ2F

"Amendment Number Three - MA-060-20010412 AB Sciex LLC" History

-  Document created by Justin Edwards (justin.edwards@sciex.com)
2024-05-06 - 6:29:03 PM GMT
-  Document emailed to noemi.malaluan@sciex.com for signature
2024-05-06 - 6:31:41 PM GMT
-  Email viewed by noemi.malaluan@sciex.com
2024-05-06 - 6:38:24 PM GMT
-  Signer noemi.malaluan@sciex.com entered name at signing as Noemi Malaluan
2024-05-06 - 6:38:48 PM GMT
-  Document e-signed by Noemi Malaluan (noemi.malaluan@sciex.com)
Signature Date: 2024-05-06 - 6:38:50 PM GMT - Time Source: server
-  Document emailed to robert.christian@sciex.com for signature
2024-05-06 - 6:38:51 PM GMT
-  Email viewed by robert.christian@sciex.com
2024-05-07 - 12:11:36 PM GMT
-  Signer robert.christian@sciex.com entered name at signing as Robert Christian
2024-05-07 - 12:12:12 PM GMT
-  Document e-signed by Robert Christian (robert.christian@sciex.com)
Signature Date: 2024-05-07 - 12:12:14 PM GMT - Time Source: server
-  Agreement completed.
2024-05-07 - 12:12:14 PM GMT

AMENDMENT NUMBER TWO
TO
CONTRACT MA-060-20010412
BETWEEN THE
COUNTY OF ORANGE
AND
AB Sciex, LLC

This AMENDMENT NUMBER TWO to Contract Number MA-060-20010412 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and AB Sciex, LLC, (hereinafter referred to as "CONTRACTOR") with a place of business at 1201 Radio Rd., Redwood City, CA 94065 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for QTOF Sciex Instrument Service and Maintenance on June 19, 2020, for a two (2) year term of June 19, 2020 through and including June 18, 2022, in an amount not to exceed \$72,430.10 renewable for three (3) additional one (1) year terms (hereinafter "ORIGINAL CONTRACT");

WHEREAS COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on July 11, 2022 to revise the term end date from June 19, 2022 to July 18, 2022, to co-term with the service and maintenance dates; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on July 11, 2022, for a one (1) year term of July 19, 2022 through and including July 18, 2023 in an amount not to exceed \$40,953.05; as well as updated Section 21 - Notices and Attachment A, Scope of Work, Section II, to update Service Location; (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of July 19, 2023 through and including July 18, 2024, in an amount not to exceed \$43,410.23; as well as revise Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges in its entirety and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER TWO;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Additional Terms and Conditions, Section 2 - Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:
 2. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue in effect from 6/19/20 through and including 7/18/24, unless otherwise terminated by COUNTY.

- b. Additional Terms and Conditions, Section 3 - Renewals, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

3. Renewal Terms: This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

- c. Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges, of the ORIGINAL CONTRACT is amended in part as follows:

1. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Item No.	Description/Service Plan/Model Type	Serial No.	Cost
001	Assurance Plan 1PM – X500R	CB20451604	\$ 32,153.16
002	1PM Assurance Plan for LC Devices – Model Shimadzu XR System	L20435453512, L20435453513, L20235356370, L20705366381, L20215452648, L20455451024	\$8,210.63
003	Software Plus Plan – X500R	CB20451604	\$3,046.44
TOTAL			\$43,410.23

Contract shall not exceed \$43,410.23 for the contract term July 19, 2023 through and including July 18, 2024.

2. All other terms and conditions in this Contract and AMENDMENT NUMBER ONE, both attached hereto and incorporated herein by reference, shall remain unchanged and with full force and effect.

(Signature Page Follows)

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER TWO to Contract number MA-060-20010412.

*Contractor: AB Sciex, LLC

By: Robert Christian Title: VP and GM, Americas
Robert Christian (Apr 28, 2023 11:06 EDT)
Print Name: Robert Christian Date: Apr 28, 2023

*Contractor: AB Sciex, LLC

By: Noemi Malaluan Title: Manager, Customer Care and Revenue Recognition
Noemi Malaluan (Apr 28, 2023 08:07 PDT)
Print Name: Noemi Malaluan Date: Apr 28, 2023

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form

Office of the County Counsel
Orange County, California

By: Annie Loo
Deputy
Digitally signed by Annie Loo
DN: cn=Annie Loo, o=County Counsel, ou,
email=annie.loo@coco.ocgov.com, c=US
Date: 2023.05.03 08:08:15 -0700

AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-20010412
BETWEEN THE
COUNTY OF ORANGE
AND
AB Sciex, LLC

This AMENDMENT NUMBER ONE to Contract Number MA-060-20010412 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and AB Sciex, LLC, (hereinafter referred to as "CONTRACTOR") with a place of business at 1201 Radio Rd., Redwood City, CA 94065 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for QTOF Sciex Instrument Service and Maintenance on June 19, 2020, for a two (2) year term of June 19, 2020 through and including June 18, 2022, in an amount not to exceed \$72,430.10 renewable for three (3) additional one (1) year terms (hereinafter "ORIGINAL CONTRACT");

WHEREAS COUNTY desires to amend the ORIGINAL CONTRACT term end date from June 19, 2022 to July 18, 2022 to co-term with the service and maintenance dates; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of July 19, 2022 through and including July 18, 2023, in an amount not to exceed \$40,953.05; as well as update Section 21 - Notices and Attachment A, Scope of Work, Section II, to update Service Location; and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER ONE;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Additional Terms and Conditions, Section 2 - Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:
 2. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue in effect from 6/19/20 through and including 7/18/23, unless otherwise terminated by COUNTY.
- b. Additional Terms and Conditions, Section 3 - Renewals, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:
 3. Renewal Terms: This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

- c. Additional Terms and Conditions, Section 21 – Notices, of the ORIGINAL CONTRACT is amended to read in part as follows:

County Of Orange
 Sheriff-Coroner Department/Crime Lab
 320 N. Flower St.
 Santa Ana, CA 92703
 Attn: Ana Sanabria
 Ph: 714-834-6328

- d. Attachment A, Scope of Work, Section II - Service Location, of the ORIGINAL CONTRACT is amended to read in part as follows:

County of Orange Sheriff-Coroner
 Crime Lab Department
 320 N. Flower St.
 Santa Ana, CA 92703
 Attn: Ana Sanabria
 Ph: 714-834-6328

- e. Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges, of the ORIGINAL CONTRACT is amended in part as follows:

1. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Item No.	Description/Service Plan/Model Type	Serial No.	Cost
001	Assurance Plan 1PM – X500R	CB20451604	\$ 30,333.17
002	1PM Assurance Plan for LC Devices – Model Shimadzu XR System	L20435453512, L20435453513, L20235356370, L20705366381, L20215452648, L20455451024	\$7,745.88
003	Software Plus Plan – X500R	CB20451604	\$2,874.00
TOTAL			\$40,953.05

Contract shall not exceed \$40,953.05 for the contract term July 19, 2022 through and including July 18, 2023.

- f. Attachment B, Compensation and Pricing Provisions, Section 7 - Payment – Invoicing Instructions, of the ORIGINAL CONTRACT is amended in part as follows:

Invoicing and support documentation is to be forwarded to:

Sheriff-Coroner/OC Crime Lab
 Attn: Ana Sanabria

320 N. Flower St., 5th Floor
Santa Ana, CA 92703

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(Signature Page Follows)

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER ONE to Contract number MA-060-20010412.

*Contractor: AB Sciex, LLC

By: Freda Brinkley Title: Sr. Manager Customer Service
 Print Name: Freda Brinkley Date: May 9, 2022

*Contractor: AB Sciex, LLC

By: Robert Christian Title: VP & GM, Americas
 Print Name: Robert Christian Date: May 9, 2022

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: Enika Lara Title: Procurement Buyer
 Print Name: Enika Lara Date: 7/11/22

Approved by the Board of Supervisors: 6/28/22

Approved as to Form

Office of the County Counsel
 Orange County, California

By: [Signature]
 Deputy

Contract Number MA-060-20010412
with
AB Sciex, LLC
for
QTOF Sciex Instrument Service and Maintenance

This Contract MA-060-20010412 for QTOF Sciex Instrument Service and Maintenance (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, through its Sheriff-Coroner Department with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703, hereinafter referred to as "County" and AB Sciex, LLC with a place of business at 1201 Radio Rd., Redwood City, CA 94065 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to 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 – Compensation and Pricing Provisions

RECITALS

WHEREAS, Contractor and County are entering into this Contract for QTOF Sciex Instrument Service and Maintenance under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide QTOF Sciex Instrument Service and Maintenance to the 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 Compensation and Pricing Provision, attached hereto as Attachment B;

NOW, THEREFORE, the Parties mutually agree as follows:

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, including terms and conditions of any End User Licensing Agreement (“EULA”), 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 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 in Attachment A Scope of Work, 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 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 arrears after satisfactory acceptance by the County and in accordance to Attachment B, Compensation and Pricing Provision.
- G. Warranty: Contractor expressly warrants that the goods and/or services 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) will be provided as stated in Attachments A and B. Contractor will provide such goods and/or services in a professional and workmanlike manner; however, Contractor does not guarantee that each or any Software support incident is capable of being resolved through SW Support Services. **CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. PROVIDER'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS RE-PERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME OR RETURN OF THE FEE PAID FOR THE DEFECTIVE SERVICES AT PROVIDER'S OPTION. THESE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY.**

- H. **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 either party without the express written consent of the other party. Any attempt by either party to assign the performance or any portion thereof of this Contract without the express written consent of the other party shall be invalid and shall constitute a breach of this Contract.
- I. **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.
- J. **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. Termination will be effective thirty (30) days after the receipt of such notice, or at a later date if one is so specified in the notice ("Termination Date"). Termination cannot be made effective prior to thirty (30) days after notice is received, provided, however, that Contractor may terminate a Services plan immediately in the event that the instrument covered by the Services plan is transferred to another location.

(i) Termination by County - Except where termination is in connection with the trade-in of a used County instrument as provided for in this section, in the event of termination of a Services plan by County, County shall calculate at its sole discretion the total price of Services actually performed and expenses actually and reasonably incurred in servicing the covered product under the underlying Service Plan from its effective date until the Termination Date. County's total payment obligation to Contractor under this agreement shall equal (1) the amount so calculated or (2) the prorated price of the current underlying Service Plan from its effective date until the Termination Date. Notwithstanding the foregoing, in no event shall County's total payment obligation exceed the total payment obligation for the underlying Service Plan if it had not been terminated by County. In the event that County has made advance payments, any payments made by customer to Contractor in excess of the amounts due on termination as described above shall be credited to County's account within thirty (30) days after the Termination Date toward future purchases of instruments, consumables or Services plans. Any unpaid portion of this amount shall be immediately due upon County's receipt of an invoice from Contractor. No cash refunds will be made due to the early termination by County of any Services plan. If a Services plan is terminated early in connection with the trade-in of a used Contractor instrument for a new Contractor instrument, the unused portion of the Services plan will automatically be applied as an extension of the warranty on the new instrument.

(ii) Termination by Contractor - In the event of termination of a Services plan by Contractor for other than cause, Contractor will calculate the remaining unused portion of the Services plan from Termination Date to the end of the Services plan. Any advance payments made by County to Contractor for that period shall be credited or refunded at County's sole discretion within thirty (30) days after the Termination Date. Any unpaid balances owed by County shall be immediately due upon County's receipt of an invoice from Contractor.

- K. **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.
- L. **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.
- M. **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.
- N. **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 and all 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 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*.

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.

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 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.

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 which shall be mutually agreed upon. 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.

- O. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- P. 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 terms of sale or other 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.

- Q. Force Majeure: Contractor shall not be assessed or be found in breach 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.
- R. Confidentiality: Both parties agree to maintain the confidentiality of the other party's 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 both party's staff, agents and employees.
- S. 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 "Y" 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.
- T. 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.

- U. 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.
- V. 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.
- W. 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.
- X. 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, 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.
- Y. 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, including but not limited to personal injury or property damage, arising from or related to Contractor's performance of the services 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. **CONTRACTOR'S TOTAL CUMULATIVE LIABILITY WILL NOT EXCEED THREE HUNDRED THOUSAND DOLLARS (\$300,000) FOR ALL CLAIMS, INCLUDING FOR WARRANTY CLAIMS, EXCEPT AS OTHERWISE STATED HEREIN. CONTRACTOR'S LIABILITY SHALL NOT BE LIMITED FOR CLAIMS ARISING FROM CONTRACTOR'S NEGLIGENCE, INTENTIONAL ACTS, OR WILLFUL MISCONDUCT OCCURING WHILE CONTRACTOR IS ON SITE PERFORMING SERVICES.**
- Z. Audits/Inspections: Contractor agrees to permit with prior notice 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.

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.

- AA. 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.
- BB. Expenditure Limit: This service agreement is for all services related to parts, labor and travel and will not exceed the annual cost of the Assurance or Software Plan amount as quoted in the annual contract price. 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 County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue for a two (2) year-term from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. Renewable Terms: This Contract may be renewed by mutual written agreement of both Parties for three (3) additional one (1) year terms. The County does not have to give a reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. 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 Contactor 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.
6. 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.
 7. 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.
 8. 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.
 9. Contractor’s Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. 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.
 10. Contractor Personnel – Uniform/Badges/Identification: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

11. Contractor’s Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
12. Conditions Affecting Work: The 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 the

Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The 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 the County are expressly stated in the Contract.

13. County of Orange Child Support Enforcement: Contractor certifies it 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 the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.”
14. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
15. Default – Reprourement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources.
16. 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.
17. 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

18. 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.
19. 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 I of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

20. 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.
21. 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.

Contractor:

AB Sciex, LLC
 1201 Radio Rd.
 Redwood City, CA 94065
 Attn: Ruba Ramahi
 Ph: 650-631-2765
 Email: ruba.ramahi@sciex.com

County:

County of Orange
 Sheriff-Coroner Department/Crime Lab
 320 N. Flower St.
 Santa Ana, CA 92703
 Attn: Maria Manriquez
 Ph: 714-834-6301

Assigned DPA:

County of Orange
 Sheriff-Coroner Department/Purchasing Services Unit
 320 N. Flower Street, 2nd Floor
 Santa Ana, CA 92703
 Attn: Maria Ayala, PCS
 Ph: 714-834-6360
 Fx: 714-834-6411

22. Precedence: The Contract documents consist of this Contract and its exhibits and 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 exhibits and attachments.
23. 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.
24. 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.
25. 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. All reports to be requested in writing; providing SCIEX ample time to prepare those reports, and sent via email or on letterhead to servicesales@sciex.com.
26. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the 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.

27. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

28. License Definitions:

- (a) The term "Contractor," means SCIEX Pte Ltd and its subsidiaries and affiliates.
- (b) The term "County" or "Licensee" means the licensee authorized to use the Software.
- (c) The term "EULA," means Contractor's Software License Terms as stated herein.
- (d) The term "Software" means the one or more computer programs in object form including any updates, additions and copies, and related explanatory materials.
- (e) The term "Authorized Number" means one unless: (a) otherwise specified herein; or (b) the Software uses registration codes, in which case the number of licensed copies of Software is controlled by the registration codes.

29. License Grant:

- (a) Subject to the terms and conditions of this EULA, Contractor grants County a non-exclusive, non-transferrable, restricted license to use the Software on an Authorized Number of computers (or in an Authorized Number of networks, if County's Software is either designated as a network version or is instrument operating software).
- (b) County may make one copy of the Software in machine-readable form solely for backup or archival purposes. County must reproduce on any such copy all copyright notices and any other proprietary legends found on the original. County may not make any other copies of the Software.
- (c) This license itself does not entitle County to receive upgrades, updates or technical support, although such services are to be provided pursuant to the terms of this Contract.

30. Restrictions:

- (a) If the Software is instrument operating software, County may use the Software only for the operation of the instrument on which the Software is installed and County may only use the Software in the manner described in the documentation with the instrument in a manner recommended by SCIEX.
- (b) County may not sublicense, copy, merge, modify, sell, resell, rent, lease, assign, transfer, or distribute the Software, or create derivative works based on the Software, or any part thereof or any interest therein.
- (c) County may not attempt, cause or permit others to reverse assemble, disassemble, decompile, modify, create any derivative works, or otherwise attempt, cause, or permit any reverse engineering of the Software or any part thereof, or attempt, cause, or permit any conversion of the Software into any human readable or perceivable form.
- (d) County may not remove any proprietary, copyright, trade secret or warning legend from the Software.

31. Third Party Software & Restrictions: This Software may include software products licensed third party provider(s). In addition, the Software may enable County to run multiple instances of third-party software and application programs. Such third party's software is provided "As Is" and use of such software shall be governed by the terms and conditions as referenced in Appendix A (Third Party Products Additional Licensing Terms & Conditions). In the event the third party's terms and conditions are not referenced in Appendix A, such third party's software is provided "As Is" without warranty of any kind and these licensing terms and conditions shall apply to such third party software providers and third party software as if they were Contractor and the Software respectively. County is responsible for reviewing and complying with any licenses necessary to use any such third-party software. Such licenses may be included in Contractor's installation package.

32. Ownership:

- (a) County acknowledges that the Software in human-readable (source code) form, including its structure, sequence, and organization, is and remains the confidential trade secret of Contractor. The Software, including its structure, organization, code, user interface and associated documentation, is a proprietary product of Contractor or its suppliers, and is protected by international laws of copyright. The law provides for civil and criminal penalties for anyone in violation of the laws of copyright.
 - (b) Title, ownership rights and intellectual property rights in and to the Software shall at all times remain with Contractor or its respective owners. All rights not specifically granted by these licensing terms and conditions, including Federal and international copyrights, are reserved by Contractor or its respective owners.
33. Export Requirements: If County exports, re-exports or imports the Software, technology or technical data licensed hereunder, County assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. County will not export, re-export or import, directly or indirectly, the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder or other applicable United States law. Contractor may terminate this licensing agreement immediately if County is in violation of any applicable laws or regulations.
34. U.S. Government End Users: The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein.

-Signature Page to Follow-

Contract Signature Page

The Parties hereto have executed this Contract# MA-060-20010412 for QTOF Sciex Instrument Service and Maintenance on the dates shown opposite their respective signatures below.

Contractor*: AB Sciex, LLC.

DocuSigned by:
 By: Inese Lowenstein Title: President
 Print Name: Inese Lowenstein Date: 6/8/2020

Contractor*: AB Sciex, LLC.

DocuSigned by:
 By: Andrew Clark Title: Vice President
 Print Name: Andrew Clark Date: 6/8/2020

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: Maria Ayala Title: Buyer
 Print Name: MARIA AYALA Date: 6/11/20

ATTACHMENT A

Scope of Work

I. Scope of Services:

Contractor shall provide service, preventative maintenance (PM), software updates and consumables for one (1) AB Sciex TripleTOF 5600+ with Shimadzu Liquid Chromatograph to County as detailed below. SCIEX will only replace consumable items at the time of the PM; any failure of consumables outside the maintenance are the responsibility of the County. Software updates and upgrades will be provided as qualified under the Software Plus Plan (see Section IV, Software Service Terms, below).

Service Requirements:

1. Contractor shall provide all scheduled preventative maintenance services, as well as repair services required for the following instruments/components/software:
 - a. Sciex X500R; S/N: CB20451604
 - b. Liquid Chromatograph Devices: Shimadzu XR System; S/N: L20435453512, L20435453513, L20235356370, L20705366381, L20215452648, L20455451024
2. During the coverage period, One (1) Preventative Maintenance (PM) visit shall be performed annually by Contractor on all of the following instruments:
 - a. Sciex X500R; S/N: CB20451604
 - b. Shimadzu XR System; S/N: L20435453512, L20435453513, L20235356370, L20705366381, L20215452648, L20455451024
3. PM visit(s) must include general maintenance parts and must minimally include:
 - a. Inspection of the roughing pump oil level and top up
 - b. Inspection for discoloration of the vacuum hose
 - c. Verify the operation of the cooling fan in the roughing pump enclosure
 - d. Visually inspect the internal and external electrical cables and gas tubing
 - e. Clean the curtain plate
 - f. Clean the orifice plate, QJet ion guide, and Q0
 - g. Replace the electrode on the ion source
 - h. Perform post preventative maintenance pressure verifications
 - i. Q1/Q2 Coil Box Tuning
 - j. QJet Coil Box Tuning
 - k. Perform post-preventative maintenance Positive TOF MS Mode Optimization
 - l. Perform post-preventative maintenance Negative TOF MS Mode Optimization
 - m. A preventative maintenance report and review with County

4. During the PM visit Contractor shall check all installed firmware versions and provide all necessary updates on all the installed software; S/N CB20451604, including but not limited to:
 - a. Library View
 - b. SciexOS

Software updates and upgrades will be provided as qualified under the Software Plus Plan and pursuant to Section IV (Software Support Terms) below.

5. Contractor shall provide County with the maintenance services, repair services and other on-site services to keep County's instruments performing in accordance with the operating specifications set forth in the manufacturer's user manuals and tutorials provided at the time of instrument/component/software purchase or any instrument/component/software upgrade or update.
6. Cleaning, inspecting, replacing all worn parts, lubricating, testing, and adjusting to be provided by Contractor, as required to maintain the equipment in satisfactory operating condition.
7. All replacement parts are to be Original Equipment Manufacturer (OEM) new or certified refurbished parts, as the equipment being worked upon. All replacement parts shall have a warranty of one (1) year from the date that service was completed, except the parts warranty will coincide with the contract period. Under no circumstances shall additional accessories be construed as maintenance/replacement parts and shall not be authorized under this Contract.
8. During the coverage period, the County shall receive electronic or written reports of all service and preventative maintenance conducted on all equipment hardware and software.
9. Contractor shall provide both phone and on-site workflow support and troubleshooting of both equipment hardware and software, as part of their Assurance Plan for all devices and Software Plus Plan.
10. County may make unlimited number of telephone technical support and service calls.
11. Contractor shall respond to service calls placed by County within twenty-four (24) hours of initial service call by phone and must respond in-person/on-site within forty-eight (48) hours of initial service call being placed to Contractor. Response will be within Contractor's business hours of 9:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, excluding Contractor Holidays.
12. If work conducted by an initial on-site/in-person service call does not resolve or repair the issue, Contractor must re-respond on-site within twenty-four (24) hours. Response will be within Contractor's business hours of 9:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, excluding Contractor Holidays.

13. All services shall be provided by a manufacturer/factory trained and certified technician. Proof of training and certification shall be provided prior to Contract approval.
14. The County project manager or their designee must be on-site with Contractor's service representative at all times.
15. Contractor shall provide services between County working hours of 8:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, excluding County Holidays*.

County Holidays:

New Year's Day
 Martin Luther King Jr's Birthday
 Lincoln's Birthday
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans' Day
 Thanksgiving Day
 Day After Thanksgiving
 Christmas Day

II. Service Location:

County of Orange Sheriff-Coroner
 Crime Lab Department
 320 N. Flower St.
 Santa Ana, CA 92703
 Attn: Maria Manriquez
 714-834-6301

III. Services Plan Terms (only applicable to purchase of a Services Plan)

1. Instrument Recertification - If an instrument has not been under warranty or a Services plan prior to commencement of a newly purchased Services plan, Contractor may require instrument recertification on a time and materials basis not covered under the new Services Plan, prior to the effective date of the new Services Plan.
2. Hardware and Application Telephone Support - All calls made to regional telephone support numbers during Contractor's hours of operation where County left a message for a return call including the caller's name and telephone number will be responded to within 4 business hours, unless other response time is specified herein.
3. Planned Maintenance - County and Contractor will schedule PM Services within a 1 month period of the manufacturer's recommended PM timeframe at a mutually agreeable time within Contractor's

business hours, which is to be confirmed in writing. County shall provide access to the instrument for that visit.

4. Plan Restrictions -

(i) The decision to repair or replace any parts of the instrument will be made by Contractor in its sole and reasonable discretion. Parts and components replaced or otherwise utilized in the repair of the instrument may be either new or refurbished at the discretion of Contractor. All parts which have been removed and replaced in performance of Services become the property of Contractor.

(ii) Services plans do not cover replacement of parts, costs, repairs or adjustments for defects resulting from or necessitated by acts of nature, damage not caused by Contractor, accident, neglect, carelessness, misuse, including without limitation: operation with incompatible solvents or samples in the system; operation outside of the environmental or use specifications or not in conformance with the instructions for the instrument system, software, or accessories; improper or inadequate maintenance by the user; installation of software or interfacing, or use in combination with software or products, not supplied or authorized by Contractor; or modification, repair, service transfer to another location of the instrument made by the County, County's employees, agents or an unauthorized contractor, or intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with instrument or software that detrimentally affects normal operations. Services plans do not cover repair or replacement of parts that are radioactive or contaminated with biological, toxic or other dangerous materials or substances. Services plans do not cover parts for any instrument or other equipment other than the covered instrument or equipment as identified in the Service Plan by its specific serial number(s). Services plans do not cover consumables unless otherwise specified herein. Services plans do not cover costs, repairs, or adjustments made necessary by connection of the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, or by any interruption or surge in voltage (see Instruction Manual for specifications).

(iii) Unless otherwise expressly stated by Contractor in writing or under the Terms of the purchased Services plan, parts in contact with any liquid are considered wetted and may be deemed user replaceable and not covered by any Services plan, including, but not limited to seals, filters, gaskets, etc.

(iv) Use of any non-contractor's parts or reagents that deposit or cause to be deposited residual matter in the instrument flow path or that otherwise interrupt the flow path that are reasonably determined by Contractor to have caused instrument failure will require remedial repairs of the affected parts to be completed outside a Services plan at Contractor's then prevailing rates for billable service.

(v) Unless otherwise specified herein, Service plans do not include County training or services related to the relocation of instruments.

(vi) Ancillary equipment not manufactured by Contractor, such as third party computers, may be excluded from any Services plan at Contractor's discretion. Contractor will pass on to County any manufacturer's warranty of any such ancillary equipment, to the extent permitted by the manufacturer.

IV. Software Support Terms

1. Scope of Software Support Services.

(i) These software support terms apply to software support services purchased by County from Contractor, whether under a software support plan, another service plan or on time and materials basis. County may contract with Contractor for software support by product type per lab location as specifically identified on a purchase order ("Covered Product"), including as specified herein in

Attachment B, Compensation and Pricing Provisions. In the event County has multiple instruments of the same type in the same lab, County must buy a multi-instrument support plan for that instrument type. Multiple plans must be purchased to cover different instrument types in the same lab. The Software Plus Plan purchased by County in this Contract (see Attachment B, Compensation and Pricing Provisions) is a Covered Product.

(ii) "Software" means the SCIEX software programs that are Covered Products or, if the Covered Product is an instrument, are included with the Covered Product. Contractor will respond to a request for troubleshooting and telephone assistance for Software via telephone or email ("SW Support Services"). SW Support Services also include releases of software that Contractor makes generally available to County during the plan term to correct errors, fix bugs, or create minor improvements, or enhancements of existing features (the "Update(s)") which Updates Contractor will designate by a change in the number to the Update of the Software released during the term of this agreement. As used herein, a Software Update is designated by a change in the number to the right of the first or second decimal point. For greater clarity, Updates do not include those releases of the Software that provide substantial new features or additional functionality which Contractor designates by a change in the number to the left of the first decimal point. County acknowledges that all reported errors may not be corrected. Software, including any Updates which will be deemed part of the Software, will be used in accordance with the requirements and obligations in the license agreement for the Software. If other services are made available by Contractor under a SW Support Services plan, those services will be provided as shown on your quotation.

2. Exclusions from coverage. The following services are expressly excluded from SW Support Services: maintenance or repair services. Contractor will not be obligated to provide SW Support Services if any malfunction arises from or relates to (a) error or malfunction of any third party software used by County either separately or in conjunction with Contractor's Software, or (b) County has failed to incorporate the latest Update previously released to County.
3. County Responsibilities. County is responsible for any and all restoration or reconstruction of lost or altered files, data, or programs. County will maintain and implement a complete data backup and disaster recovery plan appropriate for its business operations and is solely responsible for security of its confidential, proprietary or classified information. County will not disclose confidential, proprietary or any information that is subject to intellectual property rights.

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Sciex Instrument Service and Maintenance as set forth in Attachment A, "Scope of Work".

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. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Item No.	Description/ ServicePlan/ ModelType	Serial No.	Cost
001	Assurance Plan 1PM – X500R	CB20451604	\$ 53,534.34
002	1PM Assurance Plan for LC Devices – Model Shimadzu XR System	L20435453512, L20435453513, L20235356370, L20705366381, L20215452648, L20455451024	\$13,995.76
003	Software Plus Plan – X500R	Cb20451604	\$4,900.00
TOTAL			\$72,430.10

Contract total amount shall not exceed \$72,430.10 for the first two-year term

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 quarterly in advance to the user agency/department to the ship-to address, unless otherwise directed in this Contract and in accordance with Paragraph F, Acceptance Payment. Vendor shall reference Contract number on invoice. Payment will be net 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, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department's Account Number
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

Invoice and support documentation are to be forwarded to:

County of Orange
 Sheriff-Coroner Department/Crime Lab
 320 N. Flower St.
 Santa Ana, CA 92703
 Attn: Maria Manriquez
 714-834-6301

8. Payment (Electronic Funds Transfer (EFT))
 The County of Orange 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 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 the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in the contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.
9. Year End and Final Invoices
 At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires

without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.