

Contract CT-060-22010872
with
Life Technologies Corporation
for
Rapid DNA Analytical Instrument

This Contract CT-060-22010872 for the purchase and delivery of one (1) Rapid DNA Analytical Instrument (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 (hereinafter referred to as “County”) and Life Technologies Corporation, with a place of business at 5781 Van Allen Way, Carlsbad, CA 92008 (hereinafter referred to as “Contractor”), with 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 the purchase and delivery of one (1) Rapid DNA Analytical Instrument under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for one (1) Rapid DNA Analytical Instrument as set forth herein, and Contractor represented that it is qualified to provide one (1) Rapid DNA Analytical Instrument to the County as further set forth here; and

WHEREAS, Contractor agrees to provide one (1) Rapid DNA Analytical Instrument 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 Provisions, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.
- B. **Entire Contract:** This Contract, including Attachment A – Scope of Work, and Attachment B – Compensation and Pricing Provisions, which have been incorporated, when accepted by both Parties in writing, contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County

unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, except by installers of software that relate to the functional and/or application software required by a product to meet the County's requirements, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee. As used herein, the term "good" or "goods", also referred to herein as "products" or each a "product" shall mean Contractor's products listed in Attachment A – Scope of Work as further described and priced in accordance with Attachment B – Compensation and Pricing Provisions, and "service" shall mean Contractor's instrument services listed in Attachment A – Scope of Work as further described and priced in accordance with Attachment B – Compensation and Pricing Provisions. For the avoidance of doubt, the post-manufacturer warranty instrument maintenance and repair services to be provided by Contractor when purchased by the County is Contractor's AB Assurance service plan ("Service Plan") with one (1) planned maintenance visit per year of the Service Plan.

- 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: Contractor provides services Monday through Friday, 8:00 a.m. through 5:00 p.m. Contractor shall use commercially reasonable efforts to comply with County's requested time of delivery of goods or services. Goods are shipped subject to commercial availability and any lead times that may apply via Contractor's choice of commercial carrier. Actual delivery estimates can be provided at the time of order. In the event that Contractor is unable to deliver a requested service or good or quantity ordered within the time frame requested, or reasonably anticipates delays, it will so inform the County as soon as possible. Contractor's shipping and service dates are approximate only, and Contractor will not be liable for any loss or damages resulting from any delay in delivery. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to manufacturer's specifications, drawings, samples or descriptions at the time of delivery or performance of services. Any such cancellation will be in accordance with the termination provisions of this Contract. Acceptance of any part of the order for goods shall not bind County to accept future shipments. Over shipments of goods shall be only as agreed to in writing by County; however, it is agreed that the Contractor may deliver orders in installments and send a separate invoice for each delivery, if applicable. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted by County as set forth below in Section F [Acceptance / Payment / Returns].
- F. Acceptance / Payment / Returns:
 With respect to the products or services, references to "acceptance" or "accepted" within this Contract shall be clarified as follows:
- 1) For products: Acceptance shall be deemed to occur upon delivery of undamaged products conforming to the manufacturer's published specifications; and, as to quantity, price, delivery location and location for the performance of Instrument Services, the Scope of Work in Attachment A. In the event a product arrives damaged or defective, or products are missing, the County shall contact Contractor within five (5) days after delivery to obtain instructions on returning the products to Contractor or correcting shortages. If the County does not contact Contractor within this five-day period, the products will be deemed accepted; however, the

Parties agree that the manufacturer's warranties are not affected by the County's acceptance of the products and the County will not lose any warranty rights.

- 2) For Instrument Services: Acceptance shall be deemed complete when Contractor performs Instrument Services in accordance with service plans specifications. Upon acceptance, the County will not lose any warranty rights.

Payment for goods or services shall be made as set forth in Attachment B – Compensation and Pricing Provisions.

Contractor must pre-authorize returns of goods. A return authorization number must be given to County by Contractor prior to the return of goods. For goods requiring destruction, Contractor will provide written instructions for such destruction of goods.

- G. Warranty: Contractor expressly warrants that the goods covered by this Contract 1) are free of liens or encumbrances, and 2) will meet the Contractor's written specifications at the time of contract execution and 3) are provided with Contractor's standard warranties, as follows:

G.1. Limited Warranties for Consumables. Unless a different warranty is included with product literature or on Contractor's relevant website product pages, Contractor warrants that each consumable will meet its specifications stated in Contractor's published catalogs. This warranty lasts from the time Contractor ships the consumable until the earlier of: (1) the consumable's expiry or "use by" date, or (2) its specified number of uses. If Contractor does not specify the expiry date, the number of uses, or a different warranty period (for example, in the product literature), the warranty will last for twelve (12) months from the date Contractor ships the consumable.

G.2. Limited Warranties for Instruments. Unless a different warranty is included in the product literature, Contractor warrants that instruments will be free of defects in materials and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for twelve (12) months from the date Contractor ships the instrument to the County, or in the case of instruments that require installation by Contractor's personnel, twelve (12) months from installation, but in no event longer than fifteen (15) months from the date Contractor ships the instrument to the County.

G.3. Limited Warranty for Instrument Services. Contractor warrants that the instrument services Contractor provides to County will be in accordance with the generally accepted standards prevailing in the instrument service industry. County must make any claim for breach of this warranty within ninety (90) days of the date the instrument services were performed and prior to any unauthorized repair, change, or modification has been made to any part of the instrument.

G.4. Exclusions. In addition to Contractor's exclusion for third party products as set out in Section G.7 below, Contractor's warranties do not apply to (a) normal wear and tear; (b) accident, disaster or event of force majeure; (c) County's misuse, fault or negligence; (d) use of the goods in a manner for which they were not designed; (e) causes external to the goods such as, but not limited to, power failure or electrical power surges; (f) improper storage and handling of the goods; (g) use of the goods in combination with equipment or software that Contractor did not supply; (h) instruments sold to County as 'used' goods; (i) contact with improperly used or unapproved chemicals or samples; (j) installation, removal, use, maintenance, storage, or handling in an improper, inadequate, or unapproved manner, such as, but not limited to, failure to follow Contractor's instructions or operating guidelines, or protocols, operation outside of stated environmental or use specifications, or operation with unapproved software, materials or other goods; (k) manufacture in accordance with specifications County gave Contractor; or (l) installation of software or interfacing, or use of the instrument in combination with software or goods Contractor has not approved. **ADDITIONALLY, ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE GOODS**

PERFORMED BY ANY PERSON OR ENTITY OTHER THAN CONTRACTOR WITHOUT CONTRACTOR'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS CONTRACTOR HAS NOT SUPPLIED, WILL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED GOODS. CONTRACTOR MAY ALSO VOID COUNTY'S WARRANTY IF COUNTY SHIPS THE GOOD OUTSIDE OF THE UNITED STATES.

If Contractor determines that instruments for which County requested warranty services are not covered by the warranty, County will pay or reimburse Contractor for all costs of investigating and responding to such request at Contractor's then prevailing time and materials rates. If Contractor provides instrument repair services or replacement parts that are not covered by this warranty, County will pay Contractor at Contractor's then prevailing time and materials rates.

G.5. Limitations. CONTRACTOR'S WARRANTIES EXTEND ONLY TO COUNTY, THE ORIGINAL PURCHASER, AND COUNTY CANNOT TRANSFER THEM. CONTRACTOR'S OBLIGATION TO REPAIR OR REPLACE A GOOD IS COUNTY'S SOLE REMEDY. EXCEPT AS CONTRACTOR HAS OTHERWISE STATED, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE GOODS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

G.6. 1) Remedies for Products. During the applicable warranty period only, for goods not meeting Contractor's warranty, Contractor agrees, in its sole discretion, to repair or replace the non-conforming good and/or provide additional parts as reasonably necessary to comply with Contractor's warranty obligations. To make a warranty claim, County must first (a) promptly notify Contractor in writing when County discovers any defect or non-conformance, and include in the notice the details of County's warranty claim as requested by Contractor's Customer Services; and (b) after Contractor's review, assuming Contractor authorizes the goods return, Contractor will provide County with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other good/product-specific handling instructions that County must follow. For valid product warranty claims timely made in accordance with this Contract, County must return the non-conforming goods to Contractor, unless Contractor agrees otherwise, and Contractor will prepay the shipping costs. For instruments only, Contractor shall provide County new replacement parts; however, refurbished replacement parts may be provided upon the County's prior authorization. All replaced parts will become Contractor's property. Contractor will ship County's repaired or replaced goods according to Contractor's standard delivery terms.

2) Remedies for Services. During the applicable warranty period only, for services not meeting Contractor's warranty, Contractor agrees, at its option to: (i) re-perform the defective instrument services, or (ii) refund to County the fee County paid to Contractor for the defective instrument services, if applicable. This section states Contractor's entire liability for a valid services warranty claim under this Contract.

G.7 Third Party Products. Contractor does not support or make any warranties about goods manufactured or supplied by third parties that County purchased through any of Contractor's sales channels. When County buys a third party product, Contractor will let County know that this purchase is governed by the third-party's own contract terms. County must look directly to the relevant third-party manufacturer for product support, warranties, and to make warranty claims. Contractor agrees, however, to assign to County any warranty rights Contractor may have from the

original manufacturer or third party supplier, to the extent the original manufacturer or third party supplier allows.

G.8 Service Plans Exclusions

G.8.1 No Coverage for Ancillary Equipment. Contractor's Service Plans cover only Contractor's instruments and do not include ancillary equipment even if Contractor supplied it.

G.8.2 No Replacement of Consumables. Contractor's Service Plans do not cover replacement of consumable products used on the instruments.

G.8.3 Exclusions. In addition to the above exclusions, Contractor's Service Plans do not cover replacement of parts or repairs needed for defects or damage resulting from (i) County's neglect, carelessness, or misuse, for example, connecting the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, using incompatible solvents or samples with the instrument, operating the instrument not in conformance with Contractor's instructions or specifications, or County's improper or inadequate maintenance of the instrument; (ii) installation of software or use in combination with software or products that Contractor did not supply or authorize; (iii) modification, repair, service transfer to another location of the instrument that County or County's employees, agents or an unauthorized contractor made; (iv) intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with instrument or software that detrimentally affects normal operations; from acts of nature or accident; or (v) any defects or damage that Contractor did not cause.

- H. Patent/Copyright Materials/Proprietary Infringement Indemnification: Contractor will indemnify and defend with counsel approved in writing by County (which such approval shall not be unreasonably withheld) and hold County, its elected and appointed officials, officers, employees, and agents harmless from any and all third party infringement claims, including but not limited to all costs and expenses, penalties and attorney's fees, and damages finally awarded in any legal action brought by a third party against County alleging infringement of any intellectual property rights owned by third parties arising directly and solely from a product, as manufactured and provided by Contractor to County, but always excluding use and/or combination of such product with other products or components. This infringement indemnity does not apply to (a) claims that arose based on County's failure to comply with the Contract; (b) claims that arose based on County's failure to acquire any applicable additional intellectual property rights related to County's use of the products ("Additional Rights") as further defined below in section FF); (c) products that Contractor made, assembled or labeled in reliance upon County's instructions, specifications, or other directions; (d) County's use or resale of products; (e) modifications made by County or any third party; or (f) products originating from third parties.

Additionally, Contractor's infringement related indemnity obligations will be extinguished if Contractor, at Contractor's option and expense, and prior to the initiation of any litigation and/or in the absence of any costs, expenses, penalties, attorney's fees or damages to the County, either: (a) secures for County the right to continue using the product; (b) substitutes the product with another suitable product with similar functionality; or (c) tells County to return the product to Contractor and Contractor will refund to County the price County paid. In the case of laboratory instruments, Contractor will take off a reasonable amount for the instrument's use, damage, or because the instrument is out of date or out of use.

THIS INDEMNITY IS CONTRACTOR'S ONLY LIABILITY TO COUNTY, AND COUNTY'S ONLY REMEDY, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS BY OR IN CONNECTION WITH ANY PRODUCT.

As a condition to Contractor's indemnification obligations County must (a) notify Contractor in writing, as soon as County becomes aware of any claim; (b) not admit any liability or take any other action in connection with the claim that could affect the defense; (c) allow Contractor, upon authorization by County, to conduct the defense or settlement of the third party claim except that any settlement that includes a monetary component and/or finds the County liable or at fault must be approved by the County Board of Supervisors but such approval shall not be unreasonably withheld or delayed; (d) give Contractor reasonable information, co-operation and assistance; and (e) take all reasonable steps to mitigate losses incurred.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by either Party without the express written consent of the other, which consent will not be unreasonably withheld or delayed. Any attempt by Contractor or County 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.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County and Contractor have the right to immediately terminate this Contract without penalty for cause if a Party materially breaches a term or condition of this Contract and fails to cure such breach within thirty (30) days after written notice of breach is received, or after 30 days' written notice without cause. The notice shall specify the date on which termination shall become effective. Cause shall be defined as any material breach of contract by either Party or any misrepresentation or fraud on the part of either Party. Exercise by a Party of its right to terminate the Contract shall relieve a Party of all further obligations, with the exception of 1) payment by County for all goods shipped to and accepted by County or services actually performed and expenses actually and reasonably incurred by Contractor in performing such services for County prior to the termination date, and 2.) performance by Contractor of any warranty remedies for which County made a warranty claim prior to the termination date.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Intentionally left blank.
- O. **Insurance Provisions:** Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

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.

- 1) All self-insured retentions (SIRs) shall be the responsibility of the Contractor. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance in accordance with this Section O 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
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate

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 00 12, CA 00 20, or a substitute form providing liability coverage 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, employees and agents* as Additional Insured's, 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, employees and agents*, or provide blanket coverage, which will state *As Required By Written Contract*.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

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

If Contractor's Technology Errors & Omissions is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest's clause, also known as a "separation of insured's" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

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 reasonably request 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 by County and Contractor as evidenced by a written amendment to this Contract. Any

increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. All changes must be mutually agreed upon by County and Contractor as evidenced by a written amendment to this Contract. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of a written amendment, the County may suspend or terminate this Contract.

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

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

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

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

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure: Contractor shall not be liable for any loss or damages caused by or resulting from 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 as soon as commercially reasonable from the time Contractor becomes aware of such delay and Contractor avails itself of any available remedies.
- S. Confidentiality: Contractor agrees to maintain the confidentiality of all non-public County and County-related records and information pursuant to all statutory laws relating to privacy and

confidentiality that are applicable to Contractor as a provider of commercial goods and services that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

The above obligations of confidentiality do not apply to information that: (a) is or becomes publicly available other than through breach of this Contract, or (b) is required to be disclosed by government, regulatory authority or court of law, provided that Contractor will promptly notify the County in writing prior to making any said disclosure in order to allow County to seek a protective order or other appropriate remedy from the proper authority.

- T. **Compliance with Laws:** Contractor certifies that in fulfilling its obligations regarding the Instrument Services to be provided under this Contract shall fully comply, with all applicable laws, codes, statutes, rules and regulations (collectively "Laws"). Contractor make no representation that the Instrument Services it provides to County will meet or satisfy the standards of any governmental body, including the U.S. Food and Drug Administration. County agrees that it is the County's responsibility to ensure that such Instrument Services are adequate to meet the County's regulation or certification requirements and that all requirements of any governmental body or other organization, including, but not limited to, any requirement of the U.S. Food and Drug Administration are the County's responsibility.
- U. **Freight:** Contractor will ship goods to the County's U.S. destination specified in the County's orders as FOB Destination, Freight Prepaid and Added. Title to goods will pass to County (except software incorporated within or forming part of goods, which Contractor or Contractor's licensors continue to own) when Contractor delivers goods to the County's U.S. destination.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by

County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. Indemnification: Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County (such approval not to be unreasonably delayed or withheld), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any third party claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, to the extent arising from or related to the negligent acts, negligent omissions, or willful misconduct of the Contractor and its agents, employees or subcontractors in the performance of 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.

As a condition to Contractor's indemnification obligations, County must (a) notify Contractor in writing, as soon as County becomes aware of any claim; (b) not admit any liability or take any other action in connection with the claim that could affect the defense; (c) allow Contractor, upon authorization by County, to conduct the defense or settlement of the third party claim except that any settlement that includes a monetary component and/or finds the County liable or at fault must be approved by the County Board of Supervisors, but such approval shall not be unreasonably withheld or delayed; (d) give Contractor reasonable information, co-operation and assistance; and (e) take all reasonable steps to mitigate losses incurred.

- AA. Audits/Inspections: Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all pertinent books, accounts, records, reports, files, financial records, and supporting documentation (the "Records") for the purpose of auditing or monitoring the accuracy of the amounts invoiced to County directly related to this Contract.

This provision does not require the Contractor to create or maintain any record that Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

Any such examination of Contractor's records must be in compliance with Contractor's policies, including (a) Contractor requires reasonable written notice prior to any such examination of its records, including a complete listing of such required records, and (b) Any non-affiliate third party professional advisors (e.g. private auditing firm) must be i) approved in writing by Contractor (which such approval shall not be unreasonably withheld), and ii) enter into a mutually agreeable written non-disclosure agreement with Contractor in advance of any audit activity.

The County reserves the right to audit and verify the Contractor's records before final payment is made; provided, however, that such occurs within a reasonable amount of time and in good faith.

Contractor agrees to maintain such Records for a minimum of three (3) years after final payment, unless a longer period of records retention is required 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 employees of any subcontractor related to Records applicable to this Contract for the purpose of auditing or monitoring the accuracy of the amounts invoiced to County directly related to this Contract.

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

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

CC. Expenditure Limit: Intentionally left blank.

DD. Software:

DD.1. Definitions. With respect to any software products incorporated in or forming a part of Contractor's goods, County understands and agrees that Contractor is licensing such software products and not selling them, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "County" is understood and agreed to mean "licensee". Contractor, or Contractor's licensor, as applicable, shall retain all rights and interest in software products Contractor provides to County.

DD.2. License. Contractor hereby grants to County a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software Contractor provides County under this Contract solely for County's own internal business purposes on the goods Contractor provides County hereunder, and to use the related documentation solely for County's own internal business purposes. This license terminates when County's lawful possession of the goods provided hereunder ceases, unless earlier terminated as provided in this Contract.

DD.3. Restrictions. County agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. County may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Contractor's prior written consent. Contractor will be entitled to terminate this license if County fails to comply with any term or condition herein.

DD.4. Return of Software and Documentation. County agrees, upon termination of this license, immediately to return to Contractor all software products and related documentation provided hereunder and all copies and portions thereof.

DD.5. Third Party Software. The warranty and indemnification provisions set forth in this Contract will not apply to third party owned software products Contractor provides to County.

EE. Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ALL COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE) THAT COUNTY MIGHT INCUR UNDER THE CONTRACT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH CONTRACTOR'S GOODS OR SERVICES, EVEN IF CONTRACTOR HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS IN SECTIONS H AND Z, CONTRACTOR'S MAXIMUM AGGREGATE

LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, OR ANY GOOD OR SERVICE, IS LIMITED TO FOUR (4) TIMES THE AMOUNT COUNTY PAID TO CONTRACTOR FOR THE SPECIFIC GOOD OR SERVICE PURCHASED THAT GAVE RISE TO THE LIABILITY. HOWEVER, THE PROVISIONS OF THIS SECTION DO NOT LIMIT CONTRACTOR'S LIABILITY THAT CANNOT BE LIMITED BY LAW, INCLUDING BUT NOT LIMITED TO LIABILITY FOR FRAUD, VIOLATION OF APPLICABLE LAWS, AND DEATH OR PERSONAL INJURY CAUSED BY CONTRACTOR'S NEGLIGENT ACTS, NEGLIGENT OMISSIONS OR WILLFUL MISCONDUCT.

FF. Intellectual Property: County acknowledges that all intellectual property rights relating to Contractor's goods and services, as between County and Contractor, are solely and exclusively owned by Contractor. Contractor's sale of goods to County only grants the County a limited, non-transferable right under such intellectual property, for only County to use the quantity of the goods that County has bought from Contractor only for County's internal purposes. No right to resell Contractor's goods or any of their components is conveyed expressly, by implication, or by estoppel. Unless Contractor expressly states otherwise in writing, Contractor provides no rights to use its goods in commercial applications of any kind, including, without limitation, manufacturing, quality control or commercial services such as reporting the results of County's activities for a fee or other form of consideration. If County needs commercial use rights to Contractor's goods (including the right to perform fee for services), County shall contact Contractor's outlicensing department at outlicensing@lifetech.com. To the extent that County's use of Contractor's goods is outside the scope of the Contract, it is solely County's responsibility to acquire additional intellectual property rights related to such use ("Additional Rights"). Nothing in the Contract limits Contractor's ability to enforce Contractor's intellectual property rights.

GG. Product Use and Restrictions: In addition to the restrictions set out in Section FF of this Contract, County must use Contractor's products in accordance with Contractor's instructions. County is solely responsible for making sure that the way County uses Contractor's products complies with applicable laws, regulations and governmental policies. County must obtain all necessary approvals and permissions County may need. It is solely County's responsibility to make sure the products are suitable for County's particular use.

Some of Contractor's goods and services are subject to software licenses, limited use label licenses or other written contract terms that the County will not find here ("Supplementary Terms"). The County can find Supplementary Terms in Contractor's quotation to County, on Contractor's website, and in literature that accompanies the good or service at the time of execution of this Contract. The County may also obtain copies from Contractor's Customer Services at 1-800-955-6288.

HH. Export Control: Goods and information that the County receives from Contractor are subject to United States, European Union and local export control laws and regulations. The County may not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any such product or information (including products derived from or based on Contractor's products or information) to any destination, entity, or person prohibited by United States, European Union or local laws or regulations.

II. Decontamination and Safe Working Environment: If Contractor installs or services an instrument at County's premises, it is County's responsibility to make sure that the workplace where the instrument is to be located or serviced is safe. Before Contractor performs services on a County instrument, County will fully decontaminate the instrument or its component of radioactive, biological, toxic or other dangerous materials or substances or any material, and if Contractor requests, County will submit to Contractor an accurate and completed certificate of decontamination. It is also County's responsibility to move the instrument (uncrated) to the place of installation and onto any tabletop, where it will be installed, to avoid any additional manual handling. If Contractor reasonably requests, the County will agree to move the instrument to another location that Contractor reasonably deems

is safe for Contractor's employees to perform the instrument services. Contractor does not install or service instruments in biosafety level-3 laboratories, unless Contractor agrees otherwise in writing in advance. Contractor does not install or service instruments in biosafety level-4 laboratories.

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 is for one-time purchase, which shall commence upon execution of all necessary signatures.
3. **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 in the form of an amendment to this Contract, which amendment shall require the prior written approval of the Contractor before any adjustments are made to the Scope of Work.
4. **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 thirty (30) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint an Account Manager / Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. In the event of a change of Account Manager, Contractor will notify the County's Project Manager.
8. **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.

9. 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. This is in addition to any other remedies available under this Contract and under law.
10. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization’s policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company’s drug-free policy statement; and
 - b. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

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

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

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California

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

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

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

12. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

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

13. 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.
14. 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 (a) actual in-person delivery, if delivery is by direct hand, (b) 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 or (c) upon delivery on the actual day of receipt if delivered by nationally recognized overnight courier with delivery confirmation. 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: Life Technologies
5781 Van Allen Way
Carlsbad, CA 92008
Attn: Life Sciences Legal _HID
Ph: 800-955-6288

With a mandatory copy of all notices to Contractor by e-mail to:
Kelcey.Kemp@thermofisher.com
and to: Service.Sales@lifetech.com

County: Sheriff-Coroner Department
320 N. Flower Street
Santa Ana, CA 92703
Attn: Ana Sanabria
Ph: 714- 834-6328
Email: apsanabria@ocsheriff.gov

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Olivia Prudencio, Deputy Purchasing Agent
Ph: 714-834-6687
Email: oprudencio@ocsheriff.gov

A complete copy of this Contract shall accompany all Notices.

15. 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.
16. Termination – Orderly: After receipt of a termination notice from the County of Orange or following delivery of a termination notice from Contractor to the County, 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 goods delivered or 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.
17. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations.
18. 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.

19. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
21. Security Requirements: Contractor's employees go through a pre-employment screening process which includes, but is not limited to the following:
 - SSN Trace
 - County Felony/Misdemeanor Search
 - Nationwide Criminal Search
 - Nationwide Sex Offender Search
 - Healthcare Sanctions Search/ FACIS Level I including Debarment searches
 - Prohibited Parties List (OFAC)
 - Employment Verification
 - Education Verification
 - 10 Panel Drug Screen

-Signature Page to Follow-

Signature Page

The Parties hereto have executed this Contract# CT-060-22010872 for the purchase of one (1) Rapid DNA Analytical Instrument on the dates shown opposite their respective signatures below.

Contractor*: Life Technologies Corporation

By: bchapman Title: Contracts Specialist

Print Name: Gigi S. Chapman Date: September 7, 2022

***NOTE: Per the Board of Directors of Life Technologies Corporation, the signatory herein is authorized to legally bind Life Technologies Corporation. Please see the attached Certificate of Assistant Secretary Signature Authority dated June 22, 2022, issued by the corporate Board of Directors.**

Contractor*: Life Technologies Corporation

By: _____ Title: _____

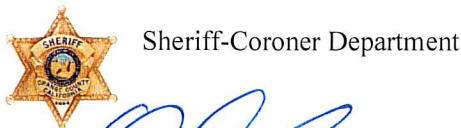
Print Name: _____ Date: _____

**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



By: [Signature] Title: Supervising PCS

Print Name: Olivia Prudencio Date: 9/7/22

Approved as to Form
Office of the County Counsel
Orange County, California

By: Liz Pojeau
Deputy

ATTACHMENT A

Scope of Work

Contractor shall provide and deliver one (1) Rapid DNA Analytical Instrument to County as follows:

The Rapid DNA Analytical Instrument should be capable to perform the following:

- Instrument must be new, no refurbished or used items will be accepted.
- The system and all components shall be of a proven and marketed design and shall not be a prototype.
- The instrument and all components shall be new, unused, not previously owned or rented, and not a demonstration system.
- The RAPID DNA Instrument must be approved for use by NDIS (National DNA Indexing System).
- The instrument shall utilize capillary electrophoresis technology with a single capillary and six dye chemistry and RFID on-instrument tracking with a power input of 100-240 V.
- The instrument must generate DNA typing results for the CODIS 20 core loci from buccal swabs and blood stain cards (non-FTA) with the option of processing more challenging samples (swabs of mouth areas of drink containers, chewed gum, cigarette filter paper, etc.). Mandatory loci must include:
[CSF1PO/FGA/TH01/TPOX/vWA/D1S1656/D2S441/D2S1338/D3S1358/D5S818/D7S820/D8S1179/D13S317/D16S539/D18S51/D21S11/D10S1248/D12S539/D19S433/D22S1045]
- Instrument shall utilize software which will allow the laboratory to review the DNA profiles generated during a run, view electropherograms, and update DNA profiles.
- The instrument must be networkable into the Orange County Crime Lab (OCCL) network via a normal Ethernet interface.
- The instrument shall utilize software that will allow for networking of multiple instruments, with the ability to shut down an instrument or deactivate users as needed.
- The instrument must utilize the same chemistry currently being used by the OCCL: GlobalFiler Express.
- The instrument must allow for DNA processing using two different sample cartridges: one for samples expected to contain a high quantity of DNA and one for samples expected to contain a low quantity of DNA.
- The instrument must allow for the sample cartridge to remain inside the instrument overnight without the need for immediate removal
- A sample cartridge capable of processing only a single sample at a time should be available, i.e., cost of analysis must be limited to one sample if only one sample will be run and not for multiple unused sample wells.
- Processing only one sample at a time does not result in the loss in ability to utilize the sample cartridge to its fullest capacity and does not increase the cost per sample of processing.
- A sample cartridge shall process one sample at a time in about 90 minutes. The instrument shall also have a primary cartridge, which houses bulk reagents, that is usable on the instrument for at least one hundred samples.
- Able to obtain results from samples collected using Puritan swabs (the swabs currently in use by most agencies within Orange County) with no modifications needed for the current collection protocol for reference standards.
- Able to rerun samples previously processed on the RAPID instrument using the OC Crime Laboratory's current in-house methods, PrepFiler/GlobalFiler and GlobalFiler Express.

- Laboratory space needed for storage of the sample cartridges shall not exceed 9 X 9 X 2 inches for a box of ten sample cartridges.
- The waste generated during processing of this instrument should be minimal and should not require the laboratory to obtain an outside Contractor for safe disposal.
- The sample cartridge should be stable at refrigerated temperature for a period of at least six months.
- Control computer or laptop with fully licensed Rapid DNA software and connectivity to the main instrument must be provided.
- Computer software must include the following analytical capabilities: familial, kinship, matching, and staff elimination databases.
- At least 50 Global Filer Express sample cartridges with controls must be provided.

Customer Support shall include the following:

- County shall be able to receive customer support directly from the manufacturer of the RAPID instrument regardless of the nature of the problem. Contractor will respond to a support request within one day, if the support request is made directly with HID Tech Support or the County's designated Field Application Specialist
- A minimum of a one-year warranty shall be included with the purchase of the system.
- County shall have the option to purchase two (2) additional years of service Contractor shall be responsible for the proper functioning of the entire system, including hardware and software during the warranty period. During the warranty period, repairs and service must be complete during normal business hours (Monday – Friday 0800-1600 hours) and within 7 days from the request for service. The service shall be coordinated with OCCL personnel. The service shall be coordinated with OCCL personnel.
- Contractor shall unpack, set-up, and install all components of the instrument at County facility at no additional cost. The manufacturer shall furnish manufacturer-trained technical staff for this process and coordinate installation during normal business hours (Monday – Friday 0800-1600 hours) with OCCL personnel.
- Contractor shall provide software updates during the warranty period free of charge and shall be included in any subsequent service contract. A software upgrade shall be provided free of charge when hardware upgrade is required.

Delivery and Service Location:

County of Orange/OCCL, DNA Bureau
320 N. Flower St.
Santa Ana, CA 92703

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for one (1) Rapid DNA Analytical Instrument 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 unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

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.	SKU	Description	Qty	Price	Extended Price
1	A41810	Ab Rapidhit ID System System	1	\$99,000	\$99,000
2	A41813	Ab Rlink Sw V1.0 llic	1	\$7,500	\$7,500
3	A41816	Ab Rlink Sw V1.0 Sed App	1	\$0.00	\$0.00
4	A41817	Ab Rlink Sw V1.0 Kin App	1	\$0.00	\$0.00
5	A41818	Ab Rlink Sw V1.0 Match App	1	\$0.00	\$0.00
6	A41819	Ab Rlink Sw V1.0 Fam App	1	\$0.00	\$0.00
7	A41831	Ab Rhid Ace Gfe 50 Sample Kit	1	\$4,000	\$4,000
8	A41841	Ab Rhid Primary ctrg Gfe 100 Each	1	\$3,800	\$3,800
9	A48503	Rapidlink Laptop System Carton; shall include a laptop and power cords.	1	\$2,250	\$2,250
10	A43942	AB RI SC 50 Kit Kit AB RapidIntel Sample Cartridge, 50-Pack Kit Contains 50 Sample Cartridges, 2 Positive Control Cartridges And 2 Negative Control Cartridges. Contents To Be Stored Refridgerated (4c To 0c)	1	\$4,000	\$4,000
	*Optional	Two additional years of service	1	\$24,000	\$24,000
OC Sales Tax (9.25%)					\$11,180.29
Shipping and Handling Charges					\$317.95
Contract shall not exceed					\$132,048.24

NOTE: County shall have the option to purchase two (2) additional years of service at a cost of \$24,000 for the two year term and not included as part of the above not-to-exceed amount.

3. 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.
4. Payment Terms – Invoices will be submitted to the user agency/department ship-to address set forth in Section 6 below titled Payment – Invoicing Instructions. 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. For the avoidance of doubt, “acceptable invoice” shall mean an invoice that meets the requirements of Section 6 below titled Payment – Invoicing Instructions.

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.

Payments made by the County shall not preclude the right of the County from thereafter submitting a valid claim under applicable warranty.

5. 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.
6. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor’s letterhead for goods and/or services purchased by the County. 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/OCCL, DNA Bureau
 Attn: Ana Sanabria
 320 N. Flower St.
 Santa Ana, CA 92703

7. 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 assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

LIFE TECHNOLOGIES CORPORATION**CERTIFICATE OF ASSISTANT SECRETARY SIGNATURE AUTHORITY****I HEREBY CERTIFY:**

That I am Assistant Secretary of Life Technologies Corporation, a corporation organized and existing under the laws of the State of Delaware and having its principal place of business in Carlsbad, California. Acting in such capacity, I hereby further certify that each of the following employees of Life Technologies Corporation has been duly delegated the authority to sign in the name and on behalf of Life Technologies Corporation and its subsidiaries Applied Biosystems, LLC and Life Technologies Inc. (collectively, the Company), purchase orders, purchase and sale agreements, responses to and agreements entered into in connection with bids and requests for proposals, and other agreements, in each case for or relating to (i) the purchase of the Company's instruments, consumables, or other products that are offered for sale or distributed by the Company, or (ii) the performance of repair, maintenance, or other services by the Company with respect to such instruments or other products (all of the above, collectively, "Agreements"), each of a value, as determined in good faith by the authorized individual named below executing same, not to exceed the amount set forth opposite each such individual's name in the tables below, provided that such Agreement(s) to be executed is/are in compliance with all necessary and applicable company requirements. The execution in the name and on behalf of the Company of any such Agreements by the persons named below prior to the date of this instrument that were within the authority herein granted is hereby ratified, confirmed and adopted in all respects.

Such Agreements may contain, subject to any limitations set forth above, such terms and conditions as the authorized persons signing same may approve in his or her sole discretion, each such person's execution and delivery of any Agreements to be conclusive evidence of his or her approval thereof.

The authority herein granted to may be revoked at any time with respect to any individual named below until revoked or until such individual is no longer an employee of Life Technologies Corporation or any of its affiliated entities. Upon the occurrence of either such event, the authority herein granted to the subject individual shall be and is revoked.

Signatories in the Approval Authority Matrix:

Amount	Approval Level	Approver
\$0 - \$1M	Commercial organization	GSD/BID Commercial lead Regional Finance lead
\$1M - \$2M	Division / Region	Kent Davidson (GSD), Kim Battier (BID), Claire Wallace (EMEA) Mark Ruiz (GSD), Manoj Bhatnagar (BID)
\$2M - \$5M	Division	Mark Smedley (GSD), Amy Butler (BID) Mark Ruiz (GSD), Manoj Bhatnagar (BID)
\$5M-\$25M	Group	Peter Silvester and Jeff Besio
\$25M - \$40M	Corporate	Mark Stevenson
\$40M+	Corporate	Marc Casper

Other Approved Signatories and Limitations:

Name of Employee	Title	Limitation
Brian Griffith	Contracts Counsel	\$1,000,000
Raquel Feitosa	Contracts Counsel	\$1,000,000
Gina McGuinness	Contracts Counsel	\$1,000,000
Jennifer Rowland	Contracts Counsel	\$1,000,000
Patricia A. Trigueiro*	Contracts Specialist	\$500,000
Marlene Wilkie*	Contracts Specialist	\$500,000
Gigi Chapman*	Contracts Specialist	\$500,000
Adrian Abutin*	Contracts Specialist	\$500,000
Brenda Raczka	Government Contracts Specialist	\$500,000




Katherine McGregor Government Contracts Manager **\$500,000**

Mark Spellman Government Contracts Manager **\$500,000**

** Two of any combination of the three (*) individuals may be combined for a signature authority limit of \$1,000,000.*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Life Technologies Corporation as of the 23rd day of March, 2021.



Genoffir MacLeod
Assistant Secretary
Life Technologies Corporation