

**Contract PO-060-26010339**  
**For**  
**Genetic Analyzer and Data Analysis Software**  
**Between**  
**Sheriff-Coroner**  
**And**  
**Life Technologies Corporation**



**CONTRACT**

**PO-060-26010339  
BETWEEN  
COUNTY OF ORANGE  
AND  
Life Technologies Corporation  
FOR  
Genetic Analyzer and Data Analysis Software**

This Contract PO-060-26010339 for Genetic Analyzer and Data Analysis Software (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 (“County”), and Life Technologies Corporation, a California Corporation (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 – Payment and Compensation

Attachment C - Anti-lobbying

**RECITALS**

WHEREAS, Contractor and County are entering into this Contract for Genetic Analyzer and Data Analysis Software under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Genetic Analyzer and Data Analysis Software as set forth herein, and Contractor represented that it is qualified to provide Genetic Analyzer and Data Analysis Software to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Genetic Analyzer and Data Analysis Software 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 Payment/Compensation, attached hereto as Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

## **I. GENERAL TERMS AND CONDITIONS**

### **1. 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.

### **2. 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 including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee. 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.

### **3. 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.

### **4. 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 Contractor.

### **5. Delivery:**

Contractor provides services Monday through Friday, 8:00 a.m through 5:00 p.m. 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. County reserves the right to refuse any goods and 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 the

Contract. 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 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 in Section F [Acceptance/Payment>Returns].

**6. Acceptance/Payments>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.

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.

**7. Warranty:**

Contractor expressly warrants that the goods covered by this Contract are 1) 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. Intentionally Deleted

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.

#### 8. **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.

**9. 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.

**10. 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.

**11. 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, any misrepresentation or fraud on the part of Contractor. Exercise by a Party of its right to terminate Contract shall relieve said Party of all further obligations, with the exception of payment to Contractor 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.

**12. 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.

**13. 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.

**14. Performance Warranty:**

Intentionally Left Blank.

**15. Changes:**

Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

**16. 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 Contract, the new owners shall be required under 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 Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under 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 Contract. The Contractor is also obligated to notify the County in writing if 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.

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 Contractor, this obligation shall apply to 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.

**17. 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 as soon as reasonable from the time Contractor becomes aware of such delay and Contractor avails himself of any available remedies.

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

**19. Compliance with Laws:**

Contractor represents and warrants that in performing services under this Contract, Contractor shall fully comply, at Contractor's expense, with all applicable laws, statutes, ordinances, 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 makes no representation that the services it provides to County will meet or satisfy the standards of any governmental body, including the U.S. Food Administration. County agrees that it is County's responsibility to ensure that the services are adequate to meet 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 County's responsibility. .

*Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract at the request of County.*

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. Employee Eligibility Verification:**

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged

violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**25. Audits/Inspections:**

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation (the "Records") for the purpose of auditing or monitoring the accuracy of the amounts invoiced to County directly related to this Contract, provided this 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 process, listed in this section as follows: (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 not related to the findings of the audit. The County reserves the right to audit and verify 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 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 County to audit Records and interview employees of any subcontractor related to Records applicable Contract for the purpose of auditing or monitoring the accuracy of the amounts invoiced to County directly related to this Contract.

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

**26. 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.

**27. Expenditure Limit:**

County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

**28. California Public Records Act:**

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act,

California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

**29. Software:**

- a. 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.
- b. 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 and services provided hereunder ceases, unless earlier terminated as provide in this Contract.
- c. 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.
- d. Return of Software & 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.
- e. 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.

**30. 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 research 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), please contact Contractor's out-licensing department at [outlicensing@lifetech.com](mailto: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.

**31. Product Use Restrictions:**

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. The County may also obtain copies from Contractor's Customer Services at 1-800-955-6288.

**32. Decontamination and Safe Working Environment:**

Before Contractor performs services on the County's instrument, the County will fully decontaminate the instrument or its components of radioactive, biological, toxic or other dangerous materials before Contractor performs services on the County's instrument. If Contractor requests, the County will submit to Contractor an accurate and completed certificate of decontamination which is listed on Contractor's website <https://www.thermofisher.com/us/en/home/technical-resources/instrument-support/decontaminationform.html>.

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 service instruments in biosafety level-3 laboratories, unless Contractor agrees otherwise in writing in advance. There may be an additional charge and additional terms for services in such facilities. Contractor does not service instruments in biosafety level-4 laboratories.

**II. INDEMNIFICATION AND INSURANCE PROVISIONS**

**1. Indemnification**

Not subject to the Limitation of Liability below, 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, cooperation and assistance; and (e) take all reasonable steps to mitigate losses incurred.

**2. 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 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 THIS SECTION, 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 GOOD OR SERVICE PURCHASED. HOWEVER, THESE PROVISIONS DO NOT LIMIT CONTRACTOR'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY CONTRACTOR'S NEGLIGENCE OR FRAUD, FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

### 3. General Insurance Requirements

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 carry 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 current, provide Certificate(s) of Insurance, and endorsements to the County during the entire term of this Contract.

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this Contract.

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

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

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 provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to 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.

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 ten (10) days of notification by CEO/Procurement or the agency/department procurement 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. 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 provide acceptable Certificates of Insurance and endorsements to 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.

#### **4. Commercial General Liability**

##### **Minimum limits and coverage**

\$1,000,000 per occurrence; \$2,000,000 aggregate

##### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability 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, employees and agents* as Additional Insureds, or provide blanket coverage, which will state *As Required By Written Contract*.
- 2) A primary non-contributory 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 provide thirty (30) days prior written notice to County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to 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 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 Contractor.

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to 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.

### **III. ADDITIONAL TERMS AND CONDITIONS**

#### **1. Scope of Contract:**

This Contract specifies contractual terms and conditions by which County will procure Genetic Analyzer and Data Analysis Software items from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

#### **2. Term of Contract:**

This is a one-time purchase Contract for one (1) SEQSTUDIO 8 FLEX SYSTEM HID, for one (1) SW UPG GMID-X FULL V1.7, for one (1) HID SS 8FLEX J6 INSTALL KIT, and for one (1) HID SSFLEX FAS TRAINING and shall commence upon execution of all necessary signatures and continue for one (1) calendar year from that date unless otherwise terminated by County.

**3. Renewal:**

This Contract shall not be renewed unless otherwise approved by the County Board of Supervisors and unless memorialized via a written renewal agreed to and signed by both Parties.

**4. Adjustments – Scope of Work:**

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Purchasing Agent.

**5. Breach of Contract:**

The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, Termination paragraph herein;
- B. Afford 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 Contractor is in breach; and
- D. Offset against any monies billed by Contractor but yet unpaid by 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:**

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information

without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

**8. Conflict of Interest – County Personnel:**

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

**9. Contractor's Project Manager and Key Personnel:**

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. In the event of a change in Project Manager, Contractor will notify County's Project Manager.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

**10. Conditions Affecting Work:**

**11. Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.****Data – Title To:**

All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

**12. Default – Re-Procurement Costs:**

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. This is in addition to any other remedies available under this Contract and under law.

**13. Disputes – Contract:**

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

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

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

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

**14. Drug-Free Workplace:**

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

- A. 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).
- B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  1. The dangers of drug abuse in the workplace;
  2. The organization's policy of maintaining a drug-free workplace
  3. Any available counseling, rehabilitation and employee assistance programs; and
  4. Penalties that may be imposed upon employees for drug abuse violations.

- C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
  - 1. Will receive a copy of the company's drug-free policy statement; and
  - 2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
  - 1. Contractor has made false certification, or
  - 2. Contractor violates the certification by failing to carry out the requirements as noted above.

**15. Emergency/Declared Disaster Requirements:**

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.

**16. Error 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.

**17. Equal Employment Opportunity:**

Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race,

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

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

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

**18. Headings:**

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

**19. News/Information Release:**

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 County through County's Project Manager.

**20. 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 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:	Life Technologies Corporation
Attn:	Andrew Ingram

Address:	5781 Van Allen Way, Carlsbad, CA 92008
Phone:	800-955-6288
Email:	andrew.ingram@thermofisher.com

County: Orange County Sheriff's Department/OC Crime Lab

Attn:	Merrit Duke
Address:	320 N. Flower Street, 5 <sup>TH</sup> Floor, Santa Ana, CA 92703 Santa Ana, CA 92703
Phone:	(714) 834-1525
Email:	mduke@ocsheriff.gov

cc: Sheriff-Coroner/Procurement Services

Attn:	Mary Barreto, County DPA
Address:	320 N. Flower Street, Santa Ana, CA 92703 Santa Ana, CA 92703
Phone:	(714) 834-2065
Email:	mbarreto@ocsheriff.gov

**21. Precedence:**

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among 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.

**22. Termination – Orderly:**

After receipt of a termination notice from the County or upon issuing a notice of termination to the County, Contractor may submit to 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 County upon written request

of Contractor. Upon termination, County agrees to pay Contractor for all goods delivered or services actually 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.

**23. Subcontracting:**

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

#### **IV. ADDITIONAL TERMS AND CONDITIONS - Federal Grant Funds**

##### **1. FEDERAL GRANT FUNDS**

The following shall apply to purchases made through the expenditure of Federal Grant Funds by the Orange County Sheriff's Department. Provisions that are not applicable to Contractor as a commercial vendor providing commercial goods and services to the County shall be deemed self-deleting.

- A. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- B. Energy Policy and Conservation Act Provision: Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- C. Certifications: Federal Grant Funds: Contractor is informed and understands that this Contract is being partially funded by Federal Grant Funds. Contractor agrees to the following in relation to executing this Contract.
  1. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by the grant agency and/or their duly authorized representatives for a period of three (3) years from the termination of this Contract.
  2. Contractor will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3), as applicable.
  3. Contractor will comply, with all requirements of Sections 103 and 107 of the Contractor Work and Safety Standards Act (40 U.S.C 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable."
- D. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.4, the Contractor shall agree as follows:
  1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Contractor will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- a. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) that Contractor shall comply with as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- G. Rights to Inventions Made Under a Contract or Agreement. If this Agreement involves a Federal award meeting the definition of "funding agreement" under 37 CFR §401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- H. Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with 2 C.F.R. §200.323, Procurement of recovered materials.
- I. Contracts for more than the federal Simplified Acquisition Threshold (SAT), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- J. All contracts in excess of the federal Micro-Purchase Threshold (MPT) must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- K. Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with the provision at Federal Acquisition Regulation (FAR) to implement the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) (Pub. L. No. 115-232 [2018]) Section 889 (b)(1) – Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.
- L. Contractor shall comply with applicable provisions of Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards of the Code of Federal Regulations,  
[https://www.ecfr.gov/cgibin/retrieveECFR?gp=&SID=2fb42dbbec4797fa42d02832e3f524f8&mc=true&n=pt2.1.200&r=PART&ty=HTML%20-%20ap2.1.200\\_1521.ii](https://www.ecfr.gov/cgibin/retrieveECFR?gp=&SID=2fb42dbbec4797fa42d02832e3f524f8&mc=true&n=pt2.1.200&r=PART&ty=HTML%20-%20ap2.1.200_1521.ii).

## **2. Department and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

## **3. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—If this Agreement exceeds \$100,000, Contractor must file with the County, the certification required by 31 U.S.C. 1352. Each tier certifies to the tier above that Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any

Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor must execute the certification, as provided in Attachment C.

**SIGNATURE PAGE**

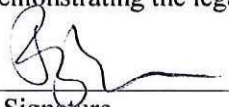
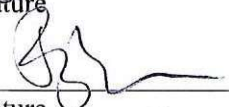

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

**Life Technologies Corporation**

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

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.

	Rosy Lee	Division President, GSD	01/26/2026
Signature	Name	Title	Date
	Rosy Lee	Division President, GSD	01/26/2026
Signature	Name	Title	Date
	MAURIE A. SPELMAN	ASSISTANT TREASURER	1/28/2026

COUNTY OF ORANGE, a political subdivision of the State of California

**COUNTY AUTHORIZED SIGNATURE:**

		Deputy Procurement Agent	
Signature	Name	Title	Date

APPROVED AS TO FORM,  
LEON J. PAGE  
COUNTY COUNSEL

DocuSigned by:  
by  3/6/2026  
FD52599179CA41C...  
Christopher Anderson, Deputy

## ATTACHMENT A - SCOPE OF WORK

### 1. Background

This purchase is for one (1) SEQSTUDIO 8 Flex System HID, for one (1) SW UPG GMID-X Full V1.7, for one (1) HID SS 8Flex J6 Install Kit, and for one (1) HID SSFLEX FAS Training for the Orange County Crime Laboratory (OCCL) as follows:

### 2. Equipment:

Item No.	SKU #/ PPL	Description	Quantity
1	A56532	SEQSTUDIO 8 FLEX, SYSTEM HID	1
2	A01700	SW UPG GMID-X FULL V1.7	1
3	A57819	HID SS 8FLEX J6 INSTALL KIT	1
4	A57823	HID SSFLEX FAS TRAINING	1

- Contractor shall deliver and invoice Items 1-3 as well as invoice by June 29, 2026.
- Pricing for equipment, commodities, and service should include all taxes, shipping, and handling charges.

### 3. Delivery and Service Location

County of Orange

Orange County Sheriff-Coroner Department/OC Crime Lab

320 N. Flower St.

Santa Ana, CA 92703

- A. Contractor shall provide Services to County between the business hours of 8:00 a.m. through 5:00 p.m. (Pacific Time), Monday through Friday, excluding all Contractor holidays. Pursuant to the County Project Manager's request, Contractor shall provide the County Project Manager a schedule of the Contractor's company holidays.
- B. Contractor shall supply parts, labor, and instrument service expenses. Consumables are not included in this contract, except those consumable parts replaced during preventative maintenance/repair visits.
- C. Contractor shall provide one (1) planned preventative maintenance (PM) call per instrument per one Contract year in accordance with its PM procedures for the instrument Contractor is servicing.
- D. Contractor shall clean, inspect, test, lubricate, adjust and replace all worn parts as necessary maintain the equipment in satisfactory operating condition. County of Orange Sheriff-Coroner PO-060-26010339 Genetic Analyzer and Data Analysis Software Page 29 of 33 Folder 2939305

- E. Off-site maintenance or service is included in this Contract at no extra charges. When an instrument needs to be taken from the County premises, the County Project Manager or their authorized representative must be notified, and a signed receipt must be left for the instrument prior to its removal.
- F. OC Crime Lab shall maintain the instrument in good repair in accordance with prescribed maintenance schedules.
- G. Contractor shall deliver and invoice Items 1-4 by June 29, 2026.

**ATTACHMENT B - PAYMENT AND COMPENSATION**

**1. Compensation:**

This is a firm fixed fee Contract between County and Contractor for Genetic Analyzer and Data Analysis Software Service Description as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **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 "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

**2. Fees and Charges:**

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

Item No.	SKU #/ PPL	Description	Quantity	Unit Price	Total Price
1	A56532	SEQSTUDIO 8 FLEX, SYSTEM HID	1	\$170,100.00	\$170,100.00
2	A01700	SW UPG GMID-X FULL V1.7	1	\$ 11,237.00	\$ 11,237.00
3	A57819	HID SS 8FLEX J6 INSTALL KIT	1	\$ -	\$ -
4	A57823	HID SSFLEX FAS TRAINING	1	\$ -	\$ -
ESTIMATED SHIPPING & HANDLING					\$ 1,135.40
ESTIMATED TAX					\$ 16,773.67
<b>TOTAL</b>					<b>\$199,246.07</b>

**Total Contract amount not to exceed:199,246.07**

**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 County during the term of this Contract not otherwise specified and provided for within this Contract.

**4. Contractor's Expense:**

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 annually in **advance** of services provided to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements.

Should the Contract be terminated prior to the expiration date, Contractor shall promptly refund to County one twelfth (1/12) of the Annual Maintenance Fees paid in advance for the terminated services for each month remaining in the Contract period which shall be computed based upon the date of written notice of termination.

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:**

Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.

**7. Payment – Invoicing Instructions:**

**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 "A" above
- c. Name of County Agency/Department
- d. Delivery/Service address
- e. PO-060-26010339
- f. Agency/Department's Account Number
- g. Date of order
- h. Product/Service description, quantity, and prices
- i. Sales tax, if applicable
- j. Freight/Delivery Charges, if applicable
- k. Total

Invoices and support documentation are to be forwarded to:

Sheriff-Coroner  
Orange County Sheriff-Coroner/OC Crime Lab  
Attn: Merrit Duke  
320 N. Flower St.  
Santa Ana, CA 92703  
Email: [occlpurchasing@ocsheriff.gov](mailto:occlpurchasing@ocsheriff.gov)

**8. Payment (Electronic Funds Transfer (EFT)):**

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 made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

**ATTACHMENT C**  
**CERTIFICATION REGARDING ANTI-LOBBYING**

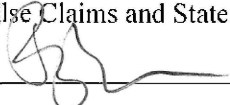
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Life Technologies Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_

Signature of Contractor's Authorized Official  
Rosy Lee, Division President, Genetic Sciences

Name and Title of Contractor's Authorized Official

Date 02/25/2026




**Certificate Of Completion**

Envelope Id: 9E884594-0BCB-4D9F-BADE-E066BFD8F8FE	Status: Completed
Subject: Complete with Docusign: Life Technologies Corp PO-060-26010339 - Signed by CoCo.pdf	
Source Envelope:	
Document Pages: 36	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Mary Barreto
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	MBarreto@ocsheriff.gov
	IP Address: 12.170.222.245

**Record Tracking**

Status: Original	Holder: Mary Barreto	Location: DocuSign
3/6/2026 9:36:39 AM	MBarreto@ocsheriff.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Orange County Sheriff's Department	Location: Docusign

**Signer Events**

Signer Events	Signature	Timestamp
Adam Mitchell	 <p>Signed by:  <i>Adam Mitchell</i>  <small>A0A8A6AA44EE477...</small></p>	Sent: 3/6/2026 9:37:16 AM
AMitchell@ocsheriff.gov		Viewed: 3/6/2026 9:40:56 AM
SUP PROCUREMENT CONTRACT SPEC		Signed: 3/6/2026 9:41:56 AM
Orange County Sheriff Department		Freeform Signing
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 12.170.222.245	

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

**In Person Signer Events**

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

**Editor Delivery Events**

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

**Agent Delivery Events**

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

**Intermediary Delivery Events**

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

**Certified Delivery Events**

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

**Carbon Copy Events**

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

**Witness Events**

Witness Events	Signature	Timestamp
----------------	-----------	-----------

**Notary Events**

Notary Events	Signature	Timestamp
---------------	-----------	-----------

**Envelope Summary Events**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/6/2026 9:37:16 AM
Certified Delivered	Security Checked	3/6/2026 9:40:56 AM
Signing Complete	Security Checked	3/6/2026 9:41:56 AM
Completed	Security Checked	3/6/2026 9:41:56 AM

**Payment Events**

Payment Events	Status	Timestamps
----------------	--------	------------