



Sheriff's Office

JPD

**AMENDMENT / CHANGE ORDER
OF CONTRACT 003988**

AMENDMENT 02

AMENDMENT DATE: February 3, 2014

This AMENDMENT / CHANGE ORDER OF CONTRACT (hereafter this "Amendment") is made and entered into by and between the Contractor named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
Life Technologies Corporation	5791 Van Allen Way Oceanside, CA 92507
Vendor Number: 11022	

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agree that any and all defined words or phrases in the current Contract between the parties will apply equally to and throughout the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment. The County acknowledges and accepts all non conflicting provisions in Life Technologies' General Terms and Conditions of Sale.
- 3.0 Description of Change:

Add \$311,854.00 to the contract Not to Exceed amount.
The Contract NTE will change from \$178,950.00 to \$490,804.00

Add the following contract items as described in Attachment A.



For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

FOR THE COUNTY OF OAKLAND:

SIGN:

Pamela L. Weipert, CPA CIA
Compliance Officer

or

Scott N. Guzzy, CPPO, MBA
Purchasing Administrator

DATE: 2-11-2014

FOR THE CONTRACTOR:

SIGN:
Life Technologies Corporation

Teresa Bryson

Print Name

Sales Contracts Manager

Title

Teresa.bryson@lifetech.com

Email Address

DATE: February 3rd, 2014

aec

ATTACHMENT A



Quotation : S1053523
January 27, 2014

Invitrogen and Applied Biosystems
are now by Life Technologies

Life Technologies Corporation
3175 Staley Road
Grand Island, New York 14072 USA
Fax No.: 1-800-331-2286 USA
To Order: 1-800-955-6288 USA
www.lifetechnologies.com

To ensure you receive your quoted pricing, please clearly reference
your quotation number on your Purchase Order.

To place your Life Technologies order: Fax # 650-638-5875, Attn: Instruments
Pricing Admin OR email to: NAInstrumentOrders@lifetech.com

Please contact your sales representative, or email us at dealdesk@lifetech.com
to learn about how our LTSF program can meet your instrument financing needs.

Oakland County Sheriff's Office
Building 38E
1200 N TELEGRAPH RD
Dorothy Catella
PONTIAC MI 48341
USA

Valid From : 01/27/2014
Valid To : 03/28/2014
Freight Terms : FOB FACTORY - FRT QUOTED

We are pleased to quote on your requirement as follows:

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
1	4366605	HID,7500 REAL-TIME,LAPTOP	1	\$42,500.00	\$40,000.00	\$40,000.00
		<p>PRODUCT DESCRIPTION Life Technologies 7500 Real-Time PCR System with Notebook Computer for Human Identification Applications.</p> <p>INCLUDES Dell Notebook Computer.</p> <p>Chemical Installation Kit including Master Mix, RNaseP primer Probe set, Dye Calibration Kits RNaseP Instrument Verification Kit.</p> <p>Documentation Set including Site Preparation and Safety Guide Installation and Maintenance Guide Chemistry Guide</p> <p>Getting Started Guides for all major real-time PCR applications Primer Express primer and probe design software.</p> <p>WARRANTY Warranty of one year parts, labor and service travel.</p> <p>UL Approved CUL Approved</p> <p>TRAINING One-day onsite training package provided by a Field Applications Specialist. A qualified Technical Specialist will provide implementation support. This session is valid only during the initial warranty period of the instrument.</p>				
2	4344790	MNL,USERS QUANTIFILER	1	\$243.00	\$0.00	\$0.00
3	4366956	HID 7500 CHEMICAL INSTALL KIT	1	\$0.00	\$0.00	\$0.00
		INCLUDES				

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
		1 Qty Component 4343895: QUANTIFILER HUMAN DNA KIT EACH 1 Qty Component 4349180: FG, 7500 SPECTRAL DYE CAL KIT EACH 1 Qty Component 4350584: 96 WELL RNASE P VERIF PLATE NO PAD 1 Qty Component 4351151: 7500 SPECTRAL RED DYE CAL KIT EACH				
4	4413973	HID REALTIME PCR SOFTWARE	1	\$5,510.00	\$2,500.00	\$2,500.00
5	ZG11SC7500	AB ASSURANCE 1PM 7500 This Life Technologies Assurance Plan is subject to and governed by the Life Technologies Service Agreement Terms and Conditions attached to this Quotation, rather tha Life Technologies' General Terms and Conditions of Sale. By ordering or otherwise accepting a Life Technologies Life Technologies Assurance Plan, you agree to these Service Agreement Terms and Conditions to the exclusion of all other terms relating the Life Technologies Assurance Plan not expressly agreed to in writing by an authorized representative of Life Technologies.	5	\$4,992.00	\$3,915.67	\$19,578.35
6	N8050001	9700 96W SLVR GENEAMP PCR SYS INCLUDES 9700 Base Unit (N8050200) 96-Well Silver Sample Block (N8050251) PCR Starter Kit Power Cord User's Manual (CD-ROM) LIMITED WARRANTY Two-year warranty period includes Parts and labor for warranty repair at a site to be designated by Life Technologies. The limited instrument warranty is subject to certain exclusions, conditions, exceptions, and limitations. See the full limited warranty statement that accompanies products, or that is set forth in Life Technologies' terms of sale in certain jurisdictions outside of North America, for the full terms of the limited warranty, including applicable conditions, exclusions, exceptions, and limitations. You may also contact Life Technologies for a copy prior to purchase or at any other time as provided in Life Technologies' written limited warranty statement and accompanying terms in the user manual or other product documentation. High performance PCR system with interchangeable 96-Well Silver Sample Block and graphical user interface for easy, intuitive programming. UL 3Z77, cUL, CE Approved High performance, high speed 96-well PCR system with an interchangeable Silver block and graphical user interface for easy, intuitive programming. INCLUDES Base Module (N805-0200) Base Module User's Manual (CD ROM) Computer Connector Cables (Mac and PC) Power Cord Silver 96-Well Sample Block Module (N805-0251) Certificate of Analysis 96-Well Sample Block User's Manual (CD ROM) Quick Reference Guide (CD ROM) PCR Accessories Kit (includes cap installing tool, 96-well base, centrifuge adapters, plate removal tool, 96-well tray, and 96-well tray/retainer assembly) MicroAmp Disposables Starter Kit (includes 96-well reaction plates, strip tubes, strip caps,	4	\$8,895.00	\$8,000.00	\$32,000.00

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
		single tubes with caps, full plate cover)				
		LIMITED WARRANTY Two Years Parts, Labor and Repairs at a site to be designated by Life Technologies.				
		C-Tick Approved UL 3101 Approved cUL Approved CE Approved				
7	ZGEXSC970096W	RAPID EXCHANGE 9700 96W 1YR	5	\$798.00	\$625.60	\$3,128.00
		Description of the Rapid Exchange Service Plan				
		The Rapid Exchange Service Plan provides a customer with a replacement unit of the same instrument model covered by this service plan should Life Technologies determine that Life Technologies cannot repair the customer's instrument through telephone support. The customer's instrument must be in good working condition at the time of purchase of this plan.				
		Rapid Exchange Service Plan features include:				
		Guaranteed shipment. Life Technologies will ship a factory-certified refurbished unit of the same instrument model covered by this service plan within one business day from the time that Life Technologies determines that a replacement instrument is required. Customer may receive a new instrument if a refurbished instrument is not available.				
		Shipping Costs. Life Technologies will pay the costs of shipping the instrument being replaced from the customer's site to Life Technologies' receiving center as well as the costs of shipping the replacement unit to the same customer's site. Technical Support. Priority telephone and email access to Life Technologies' Technical Assistance Center.				
		Rapid Exchange Service Plan excludes:				
		Planned maintenance (PM) and remedial repairs and parts are not covered under this plan. Computer hardware is not covered by this plan.				
		Rapid Exchange Service Plan Process:				
		If the instrument requires repair that cannot be accomplished via phone support, Life Technologies will initiate the shipment of a replacement unit. Life Technologies will send customer a "Returns Documentation Package" via Fax or email.				
		Customer must follow the instructions on the return documentation for return shipment.				
		Customer must return the instrument via the carrier designated in the instructions, with a properly completed certificate of decontamination, using the packaging in which the replacement instrument arrived.				
		Customer must return the instrument being replaced within the period specified in the instructions.				
		Important Notes				
		Title and risk of loss with respect to the customer's instrument being replaced will transfer to Life Technologies upon its receipt at a Life Technologies receiving center and title and risk of loss with respect to replacement unit will transfer to the customer upon delivery of the unit at the customer's location.				
		Life Technologies will invoice customer for, and customer agrees to pay, the list price of the replacement unit if customer fails to return the instrument being replaced within 60 days (or within the time specified in the return instructions if Life Technologies has provided a different time) from receipt of the replacement unit.				

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
8	4441763	AUTOMATE EXPRESS DNA	4	\$40,400.00	\$33,000.00	\$132,000.00
		<p>AutoMate Express Forensic DNA Extraction System includes an installation kit, protocol card, user documentation and a 1 year parts, labor and service travel warranty.</p> <p>'A qualified Technical Specialist will provide implementation support. This session is valid only during the initial warranty period of the instrument.' UL approved, E307550.</p>				
9	4444222	MNL,SPG AUTOMATE EXPRESS	4	\$15.00	\$0.00	\$0.00
10	4441350	AUTOMATE EXPRESS INSTALL KIT	4	\$235.00	\$0.00	\$0.00
11	ZG11SCAUTOMATE	AB ASSURANCE,AUTOMATE	5	\$4,481.00	\$3,514.72	\$17,573.60
12	4441352	PREPFILER EXPRESS F DNA EXT	1	\$450.00	\$0.00	\$0.00
13	4441351	PREPFILR EXPRESS BTA F DNA EXT	1	\$490.00	\$0.00	\$0.00
15	ZGEXSC970096W	RAPID EXCHANGE 9700 96W 1YR	5	\$798.00	\$625.60	\$3,128.00
		<p>Description of the Rapid Exchange Service Plan</p> <p>The Rapid Exchange Service Plan provides a customer with a replacement unit of the same instrument model covered by this service plan should Life Technologies determine that Life Technologies cannot repair the customer's instrument through telephone support. The customer's instrument must be in good working condition at the time of purchase of this plan.</p> <p>Rapid Exchange Service Plan features include:</p> <p>Guaranteed shipment. Life Technologies will ship a factory-certified refurbished unit of the same instrument model covered by this service plan within one business day from the time that Life Technologies determines that a replacement instrument is required. Customer may receive a new instrument if a refurbished instrument is not available.</p> <p>Shipping Costs. Life Technologies will pay the costs of shipping the instrument being replaced from the customer's site to Life Technologies' receiving center as well as the costs of shipping the replacement unit to the same customer's site. Technical Support. Priority telephone and email access to Life Technologies' Technical Assistance Center.</p> <p>Rapid Exchange Service Plan excludes:</p> <p>Planned maintenance (PM) and remedial repairs and parts are not covered under this plan. Computer hardware is not covered by this plan.</p> <p>Rapid Exchange Service Plan Process:</p> <p>If the instrument requires repair that cannot be accomplished via phone support, Life Technologies will initiate the shipment of a replacement unit. Life Technologies will send customer a "Returns Documentation Package" via Fax or email.</p>				

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
		<p>Customer must follow the instructions on the return documentation for return shipment.</p> <p>Customer must return the instrument via the carrier designated in the instructions, with a properly completed certificate of decontamination, using the packaging in which the replacement instrument arrived.</p> <p>Customer must return the instrument being replaced within the period specified in the instructions.</p> <p>Important Notes</p> <p>Title and risk of loss with respect to the customer's instrument being replaced will transfer to Life Technologies upon its receipt at a Life Technologies receiving center and title and risk of loss with respect to replacement unit will transfer to the customer upon delivery of the unit at the customer's location.</p> <p>Life Technologies will invoice customer for, and customer agrees to pay, the list price of the replacement unit if customer fails to return the instrument being replaced within 60 days (or within the time specified in the return instructions if Life Technologies has provided a different time) from receipt of the replacement unit.</p>				
17	ZGEXSC970096W	<p>RAPID EXCHANGE 9700 96W 1YR</p> <p>Description of the Rapid Exchange Service Plan</p> <p>The Rapid Exchange Service Plan provides a customer with a replacement unit of the same instrument model covered by this service plan should Life Technologies determine that Life Technologies cannot repair the customer's instrument through telephone support. The customer's instrument must be in good working condition at the time of purchase of this plan.</p> <p>Rapid Exchange Service Plan features include:</p> <p>Guaranteed shipment. Life Technologies will ship a factory-certified refurbished unit of the same instrument model covered by this service plan within one business day from the time that Life Technologies determines that a replacement instrument is required. Customer may receive a new instrument if a refurbished instrument is not available.</p> <p>Shipping Costs. Life Technologies will pay the costs of shipping the instrument being replaced from the customer's site to Life Technologies' receiving center as well as the costs of shipping the replacement unit to the same customer's site. Technical Support. Priority telephone and email access to Life Technologies' Technical Assistance Center.</p> <p>Rapid Exchange Service Plan excludes:</p> <p>Planned maintenance (PM) and remedial repairs and parts are not covered under this plan. Computer hardware is not covered by this plan.</p> <p>Rapid Exchange Service Plan Process:</p> <p>If the instrument requires repair that cannot be accomplished via phone support, Life Technologies will initiate the shipment of a replacement unit. Life Technologies will send customer a "Returns Documentation Package" via Fax or email.</p> <p>Customer must follow the instructions on the return documentation for return shipment.</p> <p>Customer must return the instrument via the carrier designated in the instructions, with a properly completed certificate of decontamination, using the packaging in which the replacement instrument arrived.</p> <p>Customer must return the instrument being replaced within the period specified in the instructions.</p> <p>Important Notes</p> <p>Title and risk of loss with respect to the customer's instrument being replaced will transfer to Life</p>	5	\$798.00	\$625.60	\$3,128.00

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
		<p>Technologies upon its receipt at a Life Technologies receiving center and title and risk of loss with respect to replacement unit will transfer to the customer upon delivery of the unit at the customer's location.</p> <p>Life Technologies will invoice customer for, and customer agrees to pay, the list price of the replacement unit if customer fails to return the instrument being replaced within 60 days (or within the time specified in the return instructions if Life Technologies has provided a different time) from receipt of the replacement unit.</p>				
19	ZGEXSC970096W	<p>RAPID EXCHANGE 9700 96W 1YR</p> <p>Description of the Rapid Exchange Service Plan</p> <p>The Rapid Exchange Service Plan provides a customer with a replacement unit of the same instrument model covered by this service plan should Life Technologies determine that Life Technologies cannot repair the customer's instrument through telephone support. The customer's instrument must be in good working condition at the time of purchase of this plan.</p> <p>Rapid Exchange Service Plan features include:</p> <p>Guaranteed shipment. Life Technologies will ship a factory-certified refurbished unit of the same instrument model covered by this service plan within one business day from the time that Life Technologies determines that a replacement instrument is required. Customer may receive a new instrument if a refurbished instrument is not available.</p> <p>Shipping Costs. Life Technologies will pay the costs of shipping the instrument being replaced from the customer's site to Life Technologies' receiving center as well as the costs of shipping the replacement unit to the same customer's site. Technical Support. Priority telephone and email access to Life Technologies' Technical Assistance Center.</p> <p>Rapid Exchange Service Plan excludes:</p> <p>Planned maintenance (PM) and remedial repairs and parts are not covered under this plan. Computer hardware is not covered by this plan.</p> <p>Rapid Exchange Service Plan Process:</p> <p>If the instrument requires repair that cannot be accomplished via phone support, Life Technologies will initiate the shipment of a replacement unit. Life Technologies will send customer a "Returns Documentation Package" via Fax or email.</p> <p>Customer must follow the instructions on the return documentation for return shipment.</p> <p>Customer must return the instrument via the carrier designated in the instructions, with a properly completed certificate of decontamination, using the packaging in which the replacement instrument arrived.</p> <p>Customer must return the instrument being replaced within the period specified in the instructions.</p> <p>Important Notes</p> <p>Title and risk of loss with respect to the customer's instrument being replaced will transfer to Life Technologies upon its receipt at a Life Technologies receiving center and title and risk of loss with respect to replacement unit will transfer to the customer upon delivery of the unit at the customer's location.</p> <p>Life Technologies will invoice customer for, and customer agrees to pay, the list price of the replacement unit if customer fails to return the instrument being replaced within 60 days (or within the time specified in the return instructions if Life Technologies has provided a different time) from receipt of the replacement unit.</p>	5	\$798.00	\$625.60	\$3,128.00
21	ZG11SCAUTOMATE	AB ASSURANCE,AUTOMATE	5	\$4,481.00	\$3,514.72	\$17,573.60

Quotation : S1053523
January 27, 2014

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
22	ZG11SCAUTOMATE	AB ASSURANCE,AUTOMATE	5	\$4,481.00	\$3,514.72	\$17,573.60
23	ZG11SCAUTOMATE	AB ASSURANCE,AUTOMATE	5	\$4,481.00	\$3,514.72	\$17,573.60

Estimated Shipping & Handling : \$2,969.06

Total : \$311,853.81

To reduce the number of pages we have to send you with every quotation, we are taking advantage of the internet to direct you to Life Technologies' General Terms and Conditions of Sale on our website. Please read the important statement below carefully.

This quotation, and Life Technologies' **GENERAL TERMS AND CONDITIONS OF SALE** (which are incorporated by reference into this quotation and any resulting contract), set out the terms on which Life Technologies is offering to sell the product(s) or service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting product(s) or services, you expressly confirm that you intend to be bound by and agree to the terms of this quotation and Life Technologies' General Terms and Conditions of Sale to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Life Technologies, and that the purchase and sale transaction between you and Life Technologies is subject to and will be governed by this quotation and Life Technologies' General Terms and Conditions of Sale.

Life Technologies' General Terms and Conditions of Sale can be found on Life Technologies' website at <http://www.lifetechnologies.com/termsandconditions> under the "terms and conditions" link at the bottom of the webpage.

If you have any questions, please visit our website at www.lifetechnologies.com.

NOTE: Customer MUST reference quotation number when ordering to receive discounts.

ADDITIONAL TERMS AND CONDITIONS OF QUOTATION

1. This quotation shall apply only to direct order purchase from Life Technologies Corporation. In order to receive quoted prices, the quotation number must be referenced at time of order. Credits will not be issued for orders not referencing quotation numbers.
2. The effective dates of this quotation appear in the upper right corner of each page unless otherwise noted. Exceptions are noted within the body of this quotation. The quantities and purchase requirements noted on this quotation reflect minimum requirements necessary to receive quoted prices.
3. Percentage discounts in this quotation will be calculated from Life Technologies' current list price for the applicable product. Discounts will be calculated from single unit catalog price. Life Technologies reserves the right to change its list prices at any time. Any increase or decrease to the list price of a product would result in a change to your discounted price. Certain discounts are based on categories of products (e.g., "Pricing Product Line" or "PPL" discounts) that might change over time. Life Technologies reserves the right to re-align products within a category or add or remove products to or from a specific category at any time. Such re-alignment, addition or removal may result in a change to your discounted price for a particular product.
4. This quotation may be terminated by Life Technologies upon written notice.
5. This quotation contains confidential Life Technologies pricing information which if disclosed to third parties could cause competitive harm to Life Technologies. Subject to overriding obligations to third party funding agencies or governmental entities, the customer agrees to keep all pricing information contained herein confidential.

Gabriel Feltner
Sales Representative
For and on Behalf of Life Technologies