



County of Santa Clara  
Office of the County Executive  
Procurement Department  
2310 North First Street, Suite 201  
San Jose, California 95131-1011  
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FIRST AMENDMENT TO THE AGREEMENT 5500002059 BY AND BETWEEN THE  
COUNTY OF SANTA CLARA AND ABBOTT LABORATORIES INC.

This is the First Amendment to the Agreement by and between the County of Santa Clara ("County"), and Abbott Laboratories Inc. (Contractor) entered into on April 6, 2011 for the reagent rental of automated real-time RT-PCR System for quantitation of HIV-1 virus, maintenance and reagents.

This Agreement is amended as follows effective March 26, 2012

1. **Total Agreement Value** on page 2 of the Agreement, is revised to read, "Contractor is entitled to reimbursement for actual allowable expenditures, subject to the provisions of this Agreement, not to exceed \$1,536,000."
2. Add **Exhibit B-1, Additional Pricing and Compensation**, attached hereto and incorporated herein by this reference.
3. Add the following provisions to the Agreement:

**ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS**

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

**ELECTRONIC COPY OF A SIGNED AGREEMENT**

All parties agree that an electronic copy of a signed contract shall have the same force and effect as an original signed contract provided that the Contractor agrees to deliver to the County the original signed contract within 7 business days of sending an electronic copy. The term "electronic copy" for purposes of this provision refers to a transmission by facsimile or electronic mail in a portable document format.

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All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict  
First Amendment to Agreement 5500002059  
Between the County of Santa Clara and Abbott Laboratories Inc.

Board of Supervisors: Mike Wasserman, George Shirakawa, Dave Cortese, Ken Yeager, Liz Kniss  
County Executive: Jeffrey V. Smith

between the original Agreement and this Amendment, the Amendment controls.

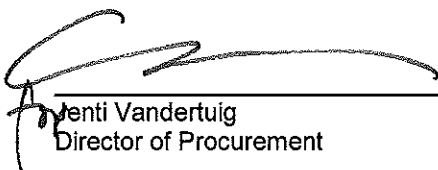
Prepared and Administered By: Michael Pfister at Phone: 408.491.7423 or Email: [mike.pfister@proc.sccgov.org](mailto:mike.pfister@proc.sccgov.org)

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

COUNTY OF SANTA CLARA

CONTRACTOR

 4/3/2012  
Date  
Jenti Vandertuig  
Director of Procurement

By: KJM  
Print: Kirk J. Mason  
Title: Sr. Manager Contracts and Pricing  
Date: 3/27/12

Attachments:  
Exhibit B-1, Additional Pricing and Compensation

## Exhibit B-1 Additional Pricing and Compensation

### 1. PRICE INCREASE INFORMATION (FOR EXHIBIT B-1)

- a. Pricing shall be firm on a year by year basis, beginning on the Anniversary date of the agreement for the duration of the agreement. Pricing for Exhibit B-1 shall be firm March 26, 2012 through April 5, 2013, in which after April 5, 2013, the County of Santa Clara may consider price increase(s).
- b. Price increases shall be considered by the County of Santa Clara, and in the event a price increase is given, shall occur on the anniversary date of the agreement (April 6).
- c. Any price increase given, shall not be greater than 3% of the previous year's pricing. Price increase requests must be submitted within 30-days of each anniversary period, otherwise previous terms price shall prevail.

### 2. PRICING DETAILS

- a. The County of Santa Clara shall not guarantee any quantities, and may purchase more or less, at the pricing stated herein:

Line	Product Description	Product List Number	Unit of Measure	Estimated Annual Volume	Price Each	Extended Price
1	Realtime HBV Quant IVD	02N40-090	96 tests, Per Kit	16	\$3,777.60	\$60,441.60
2	Realtime HBV Control Kit	02N40-080	8 Sets (high, low, neg), Per Kit	8	\$475.00	\$3,800.00
3	Realtime HBV Calibration Kit	02N40-070	4 sets (2 levels run in triplicate), Per Kit	1	\$950.00	\$950.00
4	Realtime HCV Quant IVD	01N30-090	96 tests, Per Kit	12	\$3,959.52	\$47,514.24
5	Realtime HCV Control Kit	01N30-080	8 Sets (high, low, neg), Per Kit	6	\$475.00	\$2,850.00
6	Realtime HCV Calibration Kit	01N30-070	4 sets(2 levels run in triplicate), Per Kit	1	\$950.00	\$950.00
7	Sample Prep GPR Pack RNA	04J70-024	96 tests, Per Kit	12	\$312.48	\$3,749.76
8	Sample Prep GPR Pack DNA	06K12-024	96 tests, Per Kit	16	\$302.40	\$4,838.40
9	Proteinase K, 2.45 ML per Vial	03L78-060	4 vials, Per Pack	16	\$115.00	\$1,840.00
10	Adhesive Cover Applicators	9K32-01	Per Applicator	0-1 (only need to replace if lost or damaged)	\$30.00	\$30.00
12	M200rt Halogen Lamb	9K33-01	Each Bulb	1	\$225.00	\$225.00