



Amendment No. 4  
to  
Contract No. NS130000012  
for  
Genetic Analyzer Maintenance & Repair (serial #20357-018)  
between  
Life Technologies Corporation  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 05, 2017 to December 04, 2018. No options will remain.
- 2.0 The total contract amount is increased by \$9,027.51 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/06/2013 – 05/05/2014	\$23,233.05	\$23,233.05
Amendment No. 1: Reset contract dates to warranty period & assign contract to Life Technologies Corporation 12/05/2012 – 12/04/2015	\$0.00	\$23,233.05
Amendment No. 2: Option 1 – Extension 12/05/2015 – 12/04/2016	\$9,174.83	\$32,407.88
Amendment No. 3: Option 2 – Extension 12/05/2016 – 12/04/2017	\$9,358.37	\$41,766.25
Amendment No. 4: Option 3 – Extension 12/05/2017 – 12/04/2018	\$9,027.51	\$50,793.76

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: \_\_\_\_\_

September 6, 2017

Sign/Date: \_\_\_\_\_

11-16-17

Printed Name: Patricia A. Trigueiro  
Authorized Representative

Life Technologies Corporation  
5791 Van Allen Way  
Carlsbad, California 92008  
[daniel.rosenfeld@thermofisher.com](mailto:daniel.rosenfeld@thermofisher.com)  
(760) 579-0588

Mike Zambrano, Jr.  
Contract Management Specialist III  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 3  
to  
Contract No. NS130000012  
for  
Genetic Analyzer Maintenance & Repair (serial #02357-018)  
between  
Life Technologies Corporation  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 05, 2016 to December 04, 2017. One option will remain.
- 2.0 The total contract amount is increased by \$8,850.50 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/06/2013 – 05/05/2014	\$23,233.05	\$23,233.05
Amendment No. 1: Reset contract dates to warranty period & assign contract to Life Technologies Corporation 12/05/2012 – 12/04/2015	\$0.00	\$23,233.05
Amendment No. 2: Option 1 – Extension 12/05/2015 – 12/04/2016	\$9,174.83	\$32,407.88
Amendment No. 3: Option 2 – Extension 12/05/2016 – 12/04/2017	\$8,850.50	\$41,258.38

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Patricia A. Trigueiro 11-21-16

Printed Name: Patricia A. Trigueiro  
Authorized Representative  
Life Technologies Corporation  
5791 Van Allen Way  
Carlsbad, California 92008  
[Daniel.rosenfeld@thermofisher.com](mailto:Daniel.rosenfeld@thermofisher.com)  
760-579-0588

Sign/Date: Joe Barrios

Joe Barrios  
Contract Compliance Specialist Senior  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 2  
to  
Contract No. NS130000012  
for  
Genetic Analyzer Maintenance & Repair  
between  
Life Technologies Corporation  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 05, 2015 to December 04, 2016. Two options will remain.
- 2.0 The total contract amount is increased by \$9,174.83 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/06/2013 – 05/05/2014	\$23,233.05	\$23,233.05
Amendment No. 1: Reset contract dates to warranty period & assign contract to Life Technologies Corporation 12/05/2012 – 12/04/2015	\$0.00	\$23,233.05
Amendment No. 2: Option 1 – Extension 12/05/2015 – 12/04/2016	\$9,174.83	\$32,407.88

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Patricia A. Trigueiro December 1, 2015

Printed Name: Patricia A. Trigueiro, Contracts Specialist  
Authorized Representative  
Life Technologies Corporation  
5791 Van Allen Way  
Carlsbad, California 92008  
[Daniel.rosenfeld@thermofisher.com](mailto:Daniel.rosenfeld@thermofisher.com)  
760-579-0588

Sign/Date: Joe Barrios 12/3/15  
Joe Barrios  
Contract Compliance Specialist Senior  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 1  
to  
Contract No. NS130000012  
for  
Preventative Maintenance & Repair for a Genetic Analyzer  
Between  
Applied Biosystems LLC  
and the  
City of Austin, Texas

- 1.0 The City hereby amends the referenced contract to reset the effective dates of the contract to match the original warranty period. Effective 1/8/2014, the effective dates of the contract are 12/5/2012 through 12/4/2015.
- 2.0 The total contract amount is recapped below:

Term	Contract Amount for the term	Total Contract Amount
Basic Term: May 06, 2013 – May 05, 2014	\$23,233.05	\$23,233.05
Amendment No. 1: Reset contract dates to match original warranty period 12/5/2012 – 12/4/2015	\$0.00	\$23,233.05

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 In accordance with clause 7.16 of this Contract No. NS130000012, the contract is hereby assigned from Applied Biosystems LLC to Life Technologies Corporation. In addition, clause 7.16 is hereby deleted in its entirety and replaced as follows:

*"No rights and obligations of either party under this Contract may be assigned without the prior, written consent of the other party hereto except a party may assign this Contract without consent to any purchaser of all or substantially all of the assigning party's assets or in connection with a merger, acquisition, or consolidation involving the assigning party. However, the assigning party will notify in writing the other party within a reasonable time from the date of such assignment. Any attempted assignment in violation of the provisions of this section will be void and of no force and effect. Subject to the foregoing, the rights, obligations and liabilities of a party will inure to the benefit of and bind its successors and assigns."*

- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

*Jana R. Kissel*  
*January 14, 2014*

Printed Name: JANA R. KISSEL  
Authorized Representative

Applied Biosystems LLC  
850 Lincoln Center Drive  
Foster City, CA 94404

Signature & Date:

*Terry V. Nicholson*

Terry Nicholson, Senior Buyer Specialist  
City of Austin  
Purchasing Office

Digitally signed by Terry V. Nicholson  
DN: cn=Terry V. Nicholson, o=Financial Services  
Department, ou=City of Austin,  
email=terry.nicholson@austintexas.gov, c=US  
Date: 2014.02.12 15:40:26 -0600

**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
APPLIED BIOSYSTEMS LLC,  
FOR  
INSTRUMENT SERVICES**

This Contract is made by and between the City of Austin ("City" or "buyer"), a home-rule municipality incorporated by the State of Texas, and Applied Biosystems, LLC ("Contractor" or "AB") a fully-owned subsidiary of Life Technologies Corporation, having offices at 850 Lincoln Center Drive, Foster City, CA 94404.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Daniel Rosenfeld; Phone: 760-579-0588; Email: [Daniel.Rosenfeld@lifetech.com](mailto:Daniel.Rosenfeld@lifetech.com). The City's Contract Manager for the engagement shall be Colleen Athey; 512-974-2938; Email: [Colleen.Athey@austintexas.gov](mailto:Colleen.Athey@austintexas.gov). The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK**

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** Contractor shall provide service for an AB 3130-4 Genetic Analyzer for the City's Police Department as shown on the Applied Biosystems Service Agreement Quotation attached hereto as Exhibit A. Maintenance of the equipment shall be pursuant to the Life Technologies Instrument Services Terms and Conditions attached here as Exhibit B.

**SECTION 3. COMPENSATION**

3.1 **Contract Amount.** In consideration for the services to be performed under this Contract, the Contractor shall be paid \$23,233.05 for the initial Contract Term pursuant to Contractor Quote #40372573 (\$7,744.35 to be billed annually for three years) and will be paid the following options, if exercised: \$9,174.83 pursuant to Contractor Quote #40374732, \$9,358.37 pursuant to Contractor Quote #40374733, and \$9,545.56 pursuant to Contractor Quote #40374734 for a total amount not-to-exceed \$51,311.81.05 for all fees and expenses.

### 3.2 Invoices.

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Police Department
Attn:	Colleen Athey
Address:	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767

3.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

### 3.3 Payment.

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or set off the entire payment or part of any payment herwise due the Contractor to such extent as may be necessary on account of;

3.3.3.1 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.2 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.3 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.4 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.5 failure of the Contractor to comply with any material provision of the Contract.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Travel Expenses.** No travel expense is authorized for this Contract.

3.6 **Final Payment and Close-Out.**

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled except claims for physical injury (including death) to the extent allowed under Texas law.

**SECTION 4. TERM AND TERMINATION**

4.1 **Term of Contract.** This Contract shall become effective on the date signed an authorized representative of the City ("Effective Date") and shall remain in effect for a term of three (3) years, and may be extended thereafter for up to three (3) additional twelve (12) month periods subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to seek recovery of all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment



and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 5. OTHER DELIVERABLES**

5.1 **Insurance.** The following insurance requirements apply.

### **5.1.1 General Requirements**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin  
Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements herein, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.



5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Commercial General liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage.

5.1.2.4 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

## 5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

## 5.3 **Delays.**

5.3.1 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

## SECTION 6. WARRANTIES

### 6.1 Warranty – Price.

6.1.1 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

## SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions *provided, however*, that the City is not released from any liability arising from the failure of the City to fully decontaminate the instrument contaminated of radioactive, biological, toxic or other dangerous materials or substances prior to Contractor's performing any services on the instrument or if the City assigns any Contractor's employee to work in a biosafety level 3 or 4 environment.

### 7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract.

7.2.2.1.1 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all third party claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**7.4 Significant Event.** The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

7.4.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation filed by a member against the Contractor; or

7.4.10 significant change in market share or product focus.

**7.5 Right To Audit.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

**7.6 Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The City may immediately terminate the Contract due to Contractor's breach of its obligations under this paragraph by a written notice to Contractor.

**7.7 Indemnity.**

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including reasonable attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (,

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS A THIRD PARTY CLAIMS AGAINST THE CITY DIRECTLY ARISING OUT OF OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.7.3 IN NO EVENT SHALL THE CITY OR CONTRACTOR BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS CONTRACT, EVEN IF SUCH PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Applied Biosystems LLC

ATTN: Daniel Rosenfeld

850 Lincoln Center Drive

Foster City, CA 94404

7.10 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the

Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract. Notwithstanding the foregoing, the City acknowledges and agrees that Contractor may assign this Contract to Contractor's parent company, Life Technologies Corporation.

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is

in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

**7.18 Modifications.** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**7.19 Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**7.20 Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**7.21 Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

**7.22 Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did



not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.23 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.24 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.25 **Incorporation of Documents.** Section 0100, **Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: [www.austintexas.gov/purchase/standard.htm](http://www.austintexas.gov/purchase/standard.htm).

7.29 **Order of Precedence.** In the event of a conflict between and of the terms and conditions of the Contract and the Exhibits, the terms and conditions of the Contract shall prevail.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

**Applied Biosystems, LLC**

By: *Ruba Ramahi*  
Signature

Name: Ruba Ramahi  
Printed Name

Title: Contract Specialist

Date: 1/8/2013

**City of Austin**

By: *Colleen Athey*  
Signature

Name: Colleen Athey  
Printed Name

Title: Senior Buyer

Date: 1-10-13



**List of Exhibits**

- Exhibit A Contractor's Quotes and Terms of Applied Biosystems Service Plans
- Exhibit B Life Technologies Instrument Services Terms and Conditions
- Exhibit C Non Discrimination Certification

**Exhibit A  
Quote No. 40372573**

Unit	Part Number	Description	Price
1	3130-4	Genetic Analyzer	\$23,233.05
		Begin Date: 12/05/2012	
		End Date: 12/04/2015	
		(Contractor will bill in annual installments of \$7,744.35)	

		AB Assurance 1 PM 3130-4 This AB Assurance Plan is subject to and governed by the Terms of Applied Biosystems Service Plans as well as the Applied Biosystems Service Agreement Terms and Conditions set forth in Exhibit B herein.	
		<b>Total:</b>	\$23,233.05

**Quote No. 40374732**

Unit	Part Number	Description	Price
1	3130-4	Genetic Analyzer	\$9,174.83
		Begin Date: 12/05/2015	
		End Date: 12/04/2016	
		AB Assurance 1 PM 3130-4 This AB Assurance Plan is subject to and governed by the Terms of Applied Biosystems Service Plans as well as the Applied Biosystems Service Agreement Terms and Conditions set forth in Exhibit B herein.	
		<b>Total:</b>	\$9,174.83

**Quote No. 40374733**

Unit	Part Number	Description	Price
1	3130-4	Genetic Analyzer	\$9,358.37
		Begin Date: 12/05/2016	
		End Date: 12/04/2017	
		AB Assurance 1 PM 3130-4 This AB Assurance Plan is subject to and governed by the Terms of Applied Biosystems Service Plans as well as the Applied Biosystems Service Agreement Terms and Conditions set forth in Exhibit B herein.	
		<b>Total:</b>	\$9,358.37

**Quote No. 40374734**

Unit	Part Number	Description	Price
1	3130-4	Genetic Analyzer	\$9,545.56
		Begin Date: 12/05/2017	
		End Date: 12/04/2018	
		AB Assurance 1 PM 3130-4 This AB Assurance Plan is subject to and governed by the Terms of Applied Biosystems Service Plans as well as	

		the Applied Biosystems Service Agreement Terms and Conditions set forth in Exhibit B herein.	
		<b>Total:</b>	<b>\$9,545.56</b>

The following will be included with the purchase of this agreement and is exclusive to AB Contract Customers:

- 1) Access to Remote Diagnostics service (for most Applied Biosystems instruments).  
Only Life Technology contract customers receive Remote Diagnostics Service. Remote Diagnostics is a real-time monitoring system that pro-actively alerts Life Technologies support staff and its customers when an instrument or instrument component function falls below pre-set operating parameters. Remote Diagnostics helps to reduce downtime and enables service to be scheduled prior to component failure, thereby helping to prevent sample loss, improve productivity, and maximize instrument uptime.
- 2) Access to TACC  
Only Life Technologies contract customers have access to the Life Technologies global technical assistance center (TAC). TAC is staffed by senior service engineers and provides the highest level of expertise for troubleshooting AB's instruments, which helps to speed call resolution and assists customers in maximizing productivity.
- 3) Priority access to Field Applications Support (FAS)  
Only Life Technologies contract customers receive priority Field Applications Support (FAS), from a knowledgeable, specialized staff with real life experience in actual lab settings. They will guide and assist you with your workflow and analysis.
- 4) Life Technologies uses only replacement parts certified to manufacturers OEM specifications.

Note: For purposes of this Exhibit A, "Customer" is the City of Austin, Texas.

#### **APPLIED BIOSYSTEMS GENERAL TERMS AND CONDITIONS OF SALE**

The Applied Biosystems Service Agreement Terms and Conditions set forth below after the Plan description(s) are incorporated into and are an integral part of each Service Plan, and are agreed to by customer as part of any Service Plan ordered by customer.

##### **AB Assurance Plan**

1. Parts, labor and travel for remedial repair.
2. No charge for planned maintenance visits. The number of planned maintenance visits AB estimates will be performed during the plan period is indicated in AB's Quotation (1PM shall be one planned maintenance visit per year).
3. Guarantee priority response time of 2 business days after receipt of a service call for instruments located in AB's Service Zones 1 and Zone 2. If AB fails to arrive at the instrument location within Zone 1 or Zone 2 within 2 business days for reasons other than customer's failure to provide access to AB or causes beyond the reasonable control of AB, AB will provide customer a service plan renewal credit in an amount equivalent to one day's pro-rata charge for each day AB's response is late. (See Footnote (B) for call time cut off, other details and terms and conditions).
4. Target response time of 3 business days for remedial repairs outside of Zone 1 and 2. AB will use reasonable efforts to respond within 3 business days from receipt of the service call.
5. Priority telephone and email access to instrument technical support.
6. Telephone and email access to application technical support.
7. Remote monitoring and DX service, which provides for notification to customer of instrument failures or errors that are reported by AB's Remote Monitoring software.

**Important Notes and Footnotes**

It is customer's responsibility to provide access to AB so AB may complete services, planned maintenance, Installation Performance Verification, and other service calls within the plan period. Calls not completed within a plan period will be cancelled unless AB failed to make reasonable efforts to complete the call within the plan period.

- (A) Planned maintenance visits are intended to minimize the need for service calls. AB may perform more than the number of planned maintenance visits indicated in AB's quotation, at AB's discretion. Customer will not be charged for any planned maintenance visits made during the plan period, except for visits that are in addition to the number indicated on AB's quotation that are requested by customer.
- (B) A service call must be received by AB's service center before 2:00 PM location time (U.S.A. Eastern, Central, Mountain, or Pacific Time) for priority response time service. Each late day's pro-rata credit is an amount equal to 1/365<sup>th</sup> of the annual fee for the service plan covering the instrument with respect to which the service call was made. If a service plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan's annual fee to the instrument with respect to which the service call was made. The credit may be used by customer when renewing its current service plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, AB's Service Plan Administrator must receive notice in writing (email notification is satisfactory) of the customer's intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the service plan period in which the credit was earned. The credit described above is AB's sole obligation and customer's sole remedy for failure of AB to respond to a service call within one business day for the AB Complete Plan and AB Uptime Plan and two business days for the AB Assurance Plan. The address for AB's Service Plan Administrator is Applied Biosystems Service Plan Administrator, 850 Lincoln Centre Drive, Foster City, California 94404 (email: Service.Sales@LifeTech.com)

**Exhibit B**

**Note:** For purposes of this Exhibit B, "Customer", "You", and "Your" means the City of Austin, Texas, and "Our", "We" and "Us" means Applied Biosystems, a wholly owned subsidiary of Life Technologies Corporation and/or Life Technologies Corporation.

**Life Technologies Instrument Services Terms and Conditions**

Welcome to Life Technologies and thank you for your interest in our instrument services. We at Life Technologies strive to provide industry leading services for your instruments. We value your business and our goal is to make your purchasing experience as smooth as possible. If you have any questions about our quotation or ordering process, please call 1- 800-327-3002.

**1. Services we provide.** We offer repair, maintenance, relocation, recertification, training, qualification, and technical and application support services for your instruments and devices (we will refer to these services as "Instrument Services" in this document). We provide (i) time and materials Instrument Services, (ii) fixed-price Instrument Services (a la carte), and (iii) post-product warranty maintenance and repair contracts we call "Service Plans". We will perform most Instrument Services in your lab, but we may perform some Instrument Services for smaller instruments at Life Technologies.

**2. Our contract with you.** These are the contract terms and conditions under which we sell our Instrument Services to you ("Service Terms") unless we specifically designate other terms to apply to a specific service, or if you and we have entered into a master services agreement or other written agreement that expressly provides that its terms supersede and replace these Service Terms with respect to the services covered by the master purchase or other agreement. These Service Terms, together with our quotation, and, if you are buying a Service Plan, the service level description of individual Service Plan that you buy, create the contract ("Contract") between you and us for the purchase and sale of Instrument Services. The Contract between you and us is created when we accept your order, either by sending a written confirmation or performing the Instrument Services. The Contract is between you and the Life Technologies' entity that appears on our quotation, order confirmation, or dispatch note.

**3. Price.** The price for Instrument Services is shown in our quotation to you. If we do not provide you with a quotation, the price will be the list price that applies to your country on the date we receive your order. Our prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice.

**4. Payment Terms.** Unless we indicate another period on our quotation, you must pay invoices within thirty (30) days from the invoice date in the currency specified in our invoice.

**5. Scheduling.** We provide Instrument Services Monday through Friday, 8:00 a.m. to 5:00 p.m. (local time), excluding holidays, and we will work with you to schedule Instrument Services at a time that is mutually convenient.

**6. Decontamination and Safe Working Environment.** Before we perform any Instrument Services on your instrument, you will fully decontaminate your instrument or its component of radioactive, biological, toxic or other dangerous materials or substances or any material and, if we request, you will submit to us an accurate and completed certificate of decontamination. If we request, you agree to move your instrument to another location that we reasonably deem is safe for our employees to perform Instrument Services. We do not service instruments in biosafety level-3 laboratories, unless we agree otherwise in writing in advance. There may be an additional charge and additional terms for Instrument Services in such facilities. We do not service instruments in biosafety level-4 laboratories.

**7. Spare Parts.** We will repair or replace any parts of the instrument on the basis of which approach will provide the customer with the best service. We may retain any replaced part as our property.

## **8. Service Plans**

**8.1** For service level descriptions of our Service Plans, please go to <http://www.invitrogen.com/site/us/en/home/Products-and-Services/Services/instrument-qualification-services/instrument-services/service-plans.html>. We may require instrument recertification on a time and materials basis before we cover your instrument under a Service Plan if your instrument has not been under our warranty or our service plan immediately prior to the time of coverage.

**8.2** Service Plans cover only our instruments and do not include ancillary equipment even if we have supplied them unless we stated otherwise in our quotation. Our Service Plans do not cover replacement of consumables.

8.3 Our Service Plans do not cover replacement of parts or repairs needed for defects or damage resulting from (i) your 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 our instructions or specifications, or your improper or inadequate maintenance of the instrument; (ii) installation of software or use in combination with software or products that we did not supply or authorize; (iii) modification, repair, service transfer to another location of the instrument that you or your 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 we did not cause.

8.4 You or we may cancel your Service Plan by sending a written notice of cancellation to the other thirty (30) days before the cancellation becomes effective. However, we may immediately terminate a Service Plan if the instrument covered by the Service Plan is transferred to another location without our advance written consent. If a Service Plan is cancelled, we will charge you for the total price of services actually performed and expenses actually and reasonably incurred in servicing the covered equipment under the underlying Service Plan from its effective date until the cancellation date or the prorated price of the underlying Service Plan from its effective date until the cancellation date, whichever is greater. We will credit you for any payment that you made to us in excess of this amount and you may use the credit toward future purchases from us of instruments, consumables or Service Plans. We do not provide cash refunds on account of the early cancellation of any Service Plan or other agreement for Instrument Services.

## **9. Support**

Technical and application support through telephone and email is available during normal working hours (5:00 AM to 5:00 PM (PST), excluding holidays).

## **10. Planned Maintenance Services**

We will perform planned maintenance services ("PM") in accordance with our PM procedures and checklist for the instrument or component we are servicing.

**11. Training Services.** We will conduct training in accordance with the course agenda indicated in our quotation or our training documentation. Except as indicated in our quotation, we will conduct training at one of our locations and you will pay for the travel, accommodation, and other expenses of your employees.

**12. Relocation Services.** We offer relocation services on a time and materials basis. We will de-install and re-install your instruments but you are responsible for the transport of your instrument to the new location.

**13. Limited Warranty for Instrument Services.** We warrant that the Instrument Services we provide to you will be in accordance with the generally accepted standards prevailing in the Instrument Service industry. You must make any claim for breach of this warranty within ninety (90) days of the date the Instrument Services were performed and prior to any unauthorized repair, change, or modification has been made to any part of the instrument. Our total liability under this warranty is limited to, at our option: (i) re-performance of the defective Instrument Services, or (ii) refunding to you the fee paid for the defective Instrument Services. WITH RESPECT TO INSTRUMENT SERVICES, WE MAKE NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

**14. Compliance with Law.** We make no representation that the Instrument Services we provide to you will meet or satisfy standards of any governmental body, including the U.S. Food and Drug Administration. You agree that it is your responsibility to ensure that such services are adequate to meet your 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 your responsibility.

**15. Indemnification.** We will indemnify and hold you harmless from and against any and all third-party claims



for injury to persons, including death, or damage to tangible property occurring while our employees are on your premises to the extent the claims are caused by our employees' negligent acts or negligent omissions, provided we are given prompt notice of any claim and the opportunity to control the defense and settlement of the claim.

**16. Assignment.** You may not transfer or assign your Service Plan or any contract with us for Instrument Services. Any attempted transfer or assignment will be void.

**17. Intellectual Property.** Nothing in these Service Terms shall be deemed or construed as a license or grant of any intellectual property rights, whether express, implied, by estoppel, or otherwise to you, or to limit our rights to enforce our patent or other intellectual property rights.

**18. Miscellaneous.**

18.1 We will not be responsible or liable for failing to perform our obligations under the Contract to the extent caused by circumstances beyond our reasonable control.

18.2 Our failure to exercise any rights under the Contract is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach. If any provision or part of the Contract is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Contract. No person other than you or us will have any rights under the Contract. Headings are for convenience only and shall not be used in the interpretation of these Terms.

18.3 You agree to keep confidential any non-public technical information, commercial information (including prices, without limitation), manuals or instructions received from us as a result of discussions, negotiations and other communications between us in relation to our products or services.

**Exhibit C**  
**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination In Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.


**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 04th day of February, 2013

CONTRACTOR	<u>Applied Biosystems, LLC</u>
Authorized Signature	
Title	<u>Contract Specialist</u>



## **MEMORANDUM**

### **Austin Police Department Administrative Bureau**

**TO:** Alice Suter, Assistant Director, acting on Behalf of Art Acevedo,  
Chief of Police

**FROM:** Alberto Banda, Contract Compliance Specialist Sr.

**DATE:** October 17, 2012

**SUBJ:** Signature on sole source memo – for Annual Maintenance  
renewal for ABI 3130-4 Genetic Analyzer S/N 20357-018 for the  
Forensics Division of APD.

Chief or Assistant Director Alice Suter, attached for your review and signature is a sole source memo for the above referenced purchase in the amount of \$51,311.81. I have attached a copy of the quotes, PRF and sole source documentation.

Please call me when it is ready.

If you have any questions, please contact me at 974-5273

AB/ab

**PURCHASING OFFICE  
CITY OF AUSTIN**

**REQUEST FOR SOLE OR SINGLE SOURCE PROCUREMENT**

**DATE:** October 17, 2012

**TO:** Purchasing Officer or Designee

**FROM:** Contract Compliance Specialist Sr., Albert Banda

**NAME:** Colleen Athey

**PHONE:** 512/974-5273

1. Request approval for Sole Source or Single Source Procurement of goods and/or services for the reasons as described in Section 3 herein.
2. Describe item/service to be purchased. Include cost, name, and telephone number of vendor and other descriptive information.

Life Technologies dba Applied Biosystems

Phone #760/579-0588, Fax #650/638-6030

ABI 3130-4 Genetic Analyzer S/N 20357-018, Maintenance Agreement

36 month Maintenance Agreement for \$23,233.05 (12/05/2012 – 12/04/2015) payable in annual installments, with three (3) additional twelve (12) month options to renew, first renewal @ \$9,174.83, second renewal @ \$9,358.37 & third renewal option @ \$9,545.56 for a total contract of \$51,311.81

3. Procurement is: (Check only one)

<input checked="" type="checkbox"/>	Sole Source (Complete appropriate section A – D)
<input type="checkbox"/>	Single Source (Complete Section E)

This procurement is necessary because:

Sole Source	A.	There is no competitive product. The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source or a unique item such as an artwork. <b>Detail Explanation:</b>
	B.	The product is only available from a regulated or natural monopoly. For example, utilities, gravel from the only gravel pit in the area protected site, territorial/geographical area, or some similar situation. <b>Detail Explanation:</b>
	C.	The product is a component of an existing system that is only available from one supplier. The replacement of a component or a repair part may only be available from the original supplier. <b>Detail Explanation:</b> <u>This request is for a service agreement between Life Technologies dba Applied Biosystems and the City of Austin Police Department for maintenance on the LT/ABI 3130 Genetic Analyzer Serial No.:20357-018. This agreement will be in effect for the first 36 months starting on December 5, 2012 – December 4, 2015. This maintenance agreement is for a new contract that will take the place of the current agreement #NS100000026. Life Technologies dba Applied Biosystems has no authorized agents, distributors, or dealers for its instrument systems, consumable products or services. All products are sold, serviced and supported directly by qualified Life Technologies personnel. LT Global Services provides the highest quality support available for LT products and technology.</u> <u>LT has not authorized any third-party service provider to perform maintenance and repair on their instruments.</u>

	D.	<u>Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.</u>
Single	E	A Single Source is the one source among others in a competitive marketplace which for specific justifiable reasons has predominant qualifications for selection for contract award. Detail Explanation:

4.

I certify that a Sole Source or Single Source Procurement exists. Over \$5,000 forward to the Purchasing Office.

Alice Suter  
Assistant Director acting  
on behalf Chief of Police  
Art Acevedo

Austin Police Dept.  
Department

  
Signature

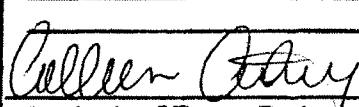
10-18-12  
Date

Michael McDonald  
Assistant City Manager  
(Only if over \$50,000)

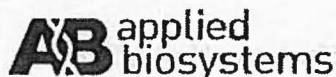
City of Austin  
Department

  
Signature

10/21/12  
Date

Purchasing Office (Over \$5,000):	
<input checked="" type="checkbox"/> Concur	<input type="checkbox"/> Do Not Concur
 Purchasing Officer or Designee	
10/24/12 Date	





part of *Life* technologies

850 Lincoln Centre Drive  
Foster City, CA 94404 U.S.A.  
T 800-327-3002 opt 4,2  
F 650-638-6030  
Email: service.sales@lifetech.com

June 5, 2012

**To: North American Applied Biosystems' Service Customers**  
**Subject: Life Technologies Service Advantages**

**L**ife Technologies Global Services provides the highest quality support available for Applied Biosystems products and technology. Purchasing an AB Assurance or AB Complete service plan from Life Technologies offers the following critical advantages:

- ✓ **Only Life Technologies service engineers go through a multi-step process in order to obtain factory certification to work on AB instrumentation and software. This certification is renewed every two years to ensure that service engineers maintain this standard of excellence. In addition, they remain certified on Class IIIB Lasers.**
- ✓ **Only Life Technologies service engineers have full and exclusive access to AB's latest technical developments, repair procedures, software application updates and planned maintenance procedures. Additional support includes:**
  - ✦ **Priority Territory and Regional specialist support.**
  - ✦ **Escalation support network for broad based support and solutions to any issue. The network's sole purpose is to bring together a team of qualified personnel across the Life Technologies organization to drive and resolve situations quickly that go beyond the support of our local teams. In addition to local personnel, our team members include; Service Product Managers, Product Managers, R&D and Staff Scientists.**
  - ✦ **Instrument specific knowledge databases with substantial information captured over the lifetime of the platforms.**
  - ✦ **Annual calibration of tools to maintain optimal performance.**
  - ✦ **Software updates (bug fixes and patches) are available free of charge during the term of any service plan.**
- ✓ **Life Technologies uses only replacement parts certified to manufacturer's OEM specifications. In addition, major sub-assemblies such as, circuit boards, polymer pumps, lasers, ovens, CCD cameras, auto-samplers, motors and major wiring harnesses are only orderable by a Life Technologies service engineer.**
- ✓ **Only Life Technologies possess the requisite product knowledge and specialized training to provide Qualification services. Life Technologies offers the broadest range of audit-quality compliance and validation services ranging from risk assessment to hardware/software qualification to full system validation. All qualification services provide a comprehensive package that includes rigorously executed protocol documentation as well as all data collected during the execution of the protocol to keep your lab instrument audit-ready.**
- ✓ **Life Technologies uses only business class computers built to our specifications by DELL. We specify what internal components to use and require DELL to supply us with spares. This is very important since manufacturers need to write and test imaging software with the appropriate software drivers for all peripherals. The spares provided by DELL are exclusive to our business class computers. In addition, under the terms of the Life Technologies service plan, we are required to maintain the computer, which may mean repair or replacement.**
- ✓ **Only Life Technologies contract customers have access to the Life Technologies global technical assistance center (TAC). TAC is staffed by senior service engineers and provides the highest level of expertise for**

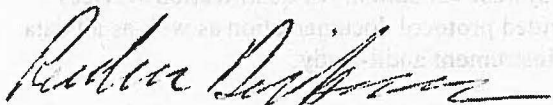


troubleshooting AB's instruments, which helps to speed call resolution and assists customers in maximizing productivity.

- ✓ **Only Life Technologies contract customers receive Remote Diagnostics service (for applicable Applied Biosystems instruments).**
  - ✚ Remote Diagnostics is a real-time monitoring system that pro-actively alerts Life Technologies support staff and the customer when an instrument or instrument component function falls below pre-set operating parameters.
  - ✚ Remote Diagnostics helps to reduce downtime and enables service to be scheduled prior to component failure, thereby helping to prevent sample loss, improve productivity, and maximize instrument uptime.
  - ✚ User suggestions and feedback are used to continually improve, upgrade and implement new alarms and warnings.
- ✓ **Life Technologies maintains staffing levels of factory-trained service engineers to allow a rapid service response. Guaranteed response time is available under certain service plans in most regions.**
  - ✚ All Life Technologies field service engineers carry a full complement of service spares. This local inventory, managed on usage and instrument density, provides engineers with the proper service spares to maintain a high percentage of first visit call completions.
- ✓ **Only Life Technologies contract customers receive priority Field Applications Support (FAS) from a knowledgeable, specialized staff with real life experience in actual lab settings. They will guide and assist you with your workflow and analysis in the following areas:**
  - ✚ Applied Markets
  - ✚ Human Identification
  - ✚ Sequencing
  - ✚ Molecular Biology
  - ✚ Next Generation Sequencing
- ✓ **Life Technologies is recognized as "Best in Class"\* worldwide for overall repair time, quality of service, and field service engineer technical competency.**
- ✓ **Life Technologies does not authorize any third-party service provider in North America to perform maintenance and repair on Applied Biosystems instruments. Life Technologies is the only manufacturer authorized service provider for AB instruments.**
  - ✚ Life Technologies maintains IP rights to its collection software and service tools software. Third party resellers and service providers are strictly prohibited from accessing, using or selling this software.
  - ✚ Life Technologies has not entered into any agreement with any Asset Management or Insurance company.

To learn more about the value of Life Technologies Services, visit [www.lifetechnologies.com/thelifeadvantage](http://www.lifetechnologies.com/thelifeadvantage) to view the The Life Advantage video.

Sincerely yours,



Reuben Dickenson, Leader Service Americas

Applied Biosystems, Part of Life Technologies \* "Best in Class" recognition based on a report by Service Edge Consulting of Massachusetts, an independent consulting firm. See Applied Biosystems Service and Support Agreement Terms and Condition for full terms, conditions and limitations of each of our Service Plans at <http://www.appliedbiosystems.com> (Sale and License Terms and Conditions), or contact Applied Biosystems for a copy. The trademarks mentioned herein are the property of Life Technologies Corporation. © 2010 Life Technologies Corporation. All rights reserved.



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T 650.554.3436 F 650.638.6030  
www.appliedbiosystems.com

October 17, 2012

Albert Banda  
Contract Compliance Specialist Sr.  
APD Procurement and Contract Compliance Service

**RE: Capability and Sole Source Statement / Service Quote# 40372573, 40374732, 40374733, 40374734**

Dear Mr. Banda,

**Capability and Sole Source Statement For Services related to 3130-4 Genetic Analyzer:**

This is to certify that Applied Biosystems, LLC, a fully-owned subsidiary of Life Technologies Corporation ("AB") is the only organization that provides services related for maintenance and repair of the "AB" 3130-4 Genetic Analyzer, in accordance with the criteria specified in the attached "Life Technologies Service Advantages" letter. Only "AB" personnel possess the requisite product knowledge and specialized training to provide such services.

For service contract questions, please contact your Service Contract Sales Representative, Karen M, Lewin-McMahon at 800-327-3002, opt 4, 2. Should you have any other questions or concerns, please feel free to contact me at the number listed below.

Sincerely,

Lily Chin  
Contract Administration  
650-638-6817