1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

FIRST AMENDMENT TO CONTRACT NO. 32439

32439

THIS FIRST AMENDMENT TO CONTRACT NO. 32439 is made and entered, in quadruplicate, as of October 1, 2012 for reference purposes only, pursuant to Resolution No. RES-11-0129, adopted by the City Council of the City of Long Beach at its meeting on November 8, 2011, by and between GEN-PROBE SALES & SERVICE, INC., a Delaware corporation ("Contractor"), with a place of business at 10210 Genetic Center Drive, San Diego, California 92121 and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City's Department of Health and Human Services performs hundreds and thousands of tests each year for chlamydia, gonorrhea and DNA mycobacteria identification; and

WHEREAS, the parties entered Contract No. 32439 whereby Contractor agreed to provide such diagnostic test kits; and

WHEREAS, the parties desire to extend the term;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in Contract No. 32439 and herein, the parties agree as follows:

- 1. Section 4 of Contract No. 32439 is hereby amended to read as follows:
- "4. The term of this Contract shall commence at midnight on October 1, 2011, and shall terminate on September 30, 2013 unless sooner terminated as provided herein. The City has the option to extend the contract for one (1) additional one (1) year period at the discretion of the City Manager, and may terminate this Contract by giving thirty (30) days prior notice of termination to Contractor."
- 2. Except as expressly modified herein, all of the terms and conditions contained in Contract No. 32439 are ratified and confirmed and shall remain in full force and effect.

///

	IN WITNESS WHEREOF	the parties have caused this document to be duly
	executed with all formalities required by	y law as of the date first stated above.
		GEN-PROBE SALES & SERVICE, INC., a Delaware corporation By President SE VP BRIAN B. HANSEN Type or Print Name By ADREW GEENHAMM Type or Print Name
		"City" CITY OF LONG BEACH, a municipal corporation Assistant City Manager By City Manageexecuted pursuant TO SECTION 301 OF THE CITY CHARTER. Contract No. 32439 is approved as to form or
The state of the s	10/11 , 2012.	By

EXHIBIT "A"



September 10, 2012

City of Long Beach Public Health Lab

Attn: Mimi Lachica

Laboratory Services Officer

2525 Grand Avenue

Long Beach, CA 90815 USA

Dear Mimi Lachica,

Thank you for your interest in our family of products. We are pleased to quote the following pricing, for your consideration.

Product			Monthly Purchase					
Number	Product Description	Price/Kit		Quantity	Monthly Price			
301032	Kit, APTIMÁ COMBO 2 (DTS 400)	\$	870.00	15.0	\$	13,050.00		
102800	Kit,AccuProbe RGTS 200-TESTS	\$	79.00	0.3	\$	26.33		
102845	Kit, AccuProbe, AVIUM COMPLEX	\$	369.00	0.2	\$	61.50		
102850	Kit, AccuProbe, M. GORDONAE	\$	369.00	0.1	\$	30.75		
102855	Kit,AccuProbe, M. KANSASII	\$	369.00	0.2	\$	61.50		
102860	Kit,AccuProbe, M. TUBERCULOSIS	\$	369.00	0.8	\$	307.50		
201791	Kit, Detection Rgt	\$	29.00	0.3	\$	9.67		
105575	APTIMA Urine Collection Tubes	\$	100.00	14.9	\$	1,491.67		
301040	Kit,APTIMA COMBO 2 Urine Spec Coll	\$	62.50	0.0	\$	0.10		
301041	Kit,APTIMA COMBO 2 Swab Spec Coll	\$	62.50	0.2	\$	10.42		
301048	Kit, APTIMA Auto Detect Rgt	\$	45.00	1.0	\$	45.00		
301078	Kit, SYSCHECK, IVD, CDRH	\$	-	0.1	\$	-		
302101	Kit, Bleach Enhancer/Cleaning	\$	50.00	0.0	\$	0.08		
101847	Paper, Thermal Printer, LDR	\$	6.00	0.3	\$	1.50		
Total Reage	nt Price per Month				S	15.096.02		

Instrumentation/equipment required and to be located in 2525 Grand Avenue will include the following:

Product

Number	Instrumentation Description	Price per Unit		Unit Qty	Total Price	
302280	DTS 400	\$	-	1	\$	-
901104	Sonicator, Barnstead 120V	\$	-	1	\$	-
1031001	LEADER 501	\$	•	1	\$	
	Tecan EVO Pipettor	\$	-	1	\$	-
302280-Servi	ce DTS 400 Service	\$		1	\$	-

Service on lab-	owned S	SB100)'s is	included.

Total Service Pricing for Instrumentation Per Year

\$0.00

The Terms of Freight for this contract will be Origin Prepaid & Add.

Pricing listed above is for a 1-year renewal of the current city contract dated October 1, 2011 - September 30, 2012 with a remaining option to re during which time, there will be no change in pricing. These prices remain effective upon acceptance by the Long Beach Public Health Laboratory for the term October 1, 2012 - September 30, 2013.

Sincerely, Accep

Date:

. ' 9-1

Linda Harshman TECHNICAL SALES PEP.

EXHIBIT "B"



EXHIBIT É

- 1. TITLE OF RENTAL EQUIPMENT. Gen-Probe shall hold exclusive title to rental Equipment and may assign, transfer, pledge or sell Gen-Probe's interest in the rental Equipment without notice to or approval from City of Long Beach. Gen-Probe is Gen-Probe Sales & Service, Inc., a wholly-owned distribution substitlary of Gen-Probe lucorporated. The City shall not remove any markings from the tental Equipment, which identify Gen-Probe as the owner. The City shall keep the tental Equipment free from any and all liens, claims and encumbrances and shall not lease, sublease, transfer, sell, or assign the rental Equipment. Gen-Probe will execute and file, in the name of Gen-Probe, a UCC-1 statement in favor of Gen-Probe covering the rental Equipment and at the expitation of this Agreement, will promptly file all documents necessary to release its liens.
- 2. REAGENT AND TEST KITS WARRANTY. Gen-Probe warrants that the Reagents and Test Kits shall conform to all material respects to the performance specifications described in the package inserts. The extent of Gen-Probe's liability and City's sole and exclusive remedy under this warranty is limited to replacing any defective Reagents of Test Kits. THE POREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISINO BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT AND THOSE ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
- 3. RENTAL EQUIPMENT WARRANTY AND SERVICE. The rental Equipment in warranted through manufacturers as described in the Operator's Manual provided to City and such warrantles extend to Gen-Probe's customers. Gen-Probe may, at its option, repair or replace any defeative rental Equipment. The foregoing warranty shall not apply in the event that: (a) City has not used and malutained the rental Equipment in accordance with the guidelines set forth in the Operator's Manual provided to City, (b) if City has used the rental Equipment with reagents and supplies not expressly authorized by Gen-Probe; (c) if the rental Equipment is repaired or altered by a party other than Gen-Probe without Gen-Probe's prior written approval; or (d) If the rental Equipment has been subject to misuse, negligence, or accident. THE FOREGOING WARRANTIES ARE IN LIBU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT AND THOSE ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE
- 4. MAINTENANCE and REPAIR. Customer agrees to maintain the rental Equipment in good operating condition and assumes all risks of loss and damage to the rental Equipment, except as covered in Section 3 (Rental Equipment Warranty and Service). In the event of loss or damage, Gen-Probe reserves the right to imprest and service the regul Equipment at any time.
- 5. LIMITATION ON LIABILITY. IN NO EYENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR COSTS INCURRED BY THE OTHER PARTY IN CONNECTION WITH THE USE OF ANY EQUIPMENT, REAGENTS OR TEST KITS BY CITY OR ANY OTHER PERSON UTILIZING ANY EQUIPMENT, REAGENTS OR TEST KITS, NOR SHALL GEN-PROBE BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE REAGENTS OR ANY EQUIPMENT. Such limitation is intended to apply without regard to whether such durages are claimed, asserted or brought in BR action or claim sounding in tort or contract, of on the warranty, or under any other law or form of action.