



Contract Number

SAP Number
4400019000

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>W. L. Gore & Associates, Inc.</u>
Contractor Representative	<u>Rich Rogers</u>
Telephone Number	<u>(800) 528-8763</u>
Contract Term	<u>August 28, 2023 through</u> <u>August 27, 2027</u>
Original Contract Amount	<u>NTE \$296,983</u>
Amendment Amount	<u>NTE \$1,000,000</u>
Total Contract Amount	<u>NTE \$1,296,983</u>
Cost Center	<u></u>

Amendment No. 1

This Amendment No. 1 (Amendment), effective when fully executed, is made by and between San Bernardino County on behalf of Arrowhead Regional Medical Center (“Customer”) and W. L. Gore & Associates, Inc. (“Gore”) and modifies the terms of the Consignment Agreement with an effective date of August 28, 2023 (“Agreement”) between the parties as follows:

- Section 9 of the Agreement is deleted in its entirety and replaced with the following:
 - Invoicing Used Product:** Gore will invoice Customer for Products hereunder pursuant to the most current Product pricing applicable to Customer. Payment shall be due Net thirty (30) days from the date of invoice, unless otherwise agreed to in writing between Gore and Customer. Delays in Gore’s receipt of purchase order shall not excuse Customer’s payment obligation. If Customer requires reference to a Customer-issued purchase order (“PO”) on an invoice, Customer must provide the PO information when notifying Gore of a Used Product. The total purchases under this Agreement may not exceed \$1,296,983 without an amendment to this Agreement, approved by Gore and the San Bernardino County Board of Supervisors. It is Customers obligation to keep track of total purchases under this Agreement. Customer will notify Gore 60 days in advance of reaching the total contract amount, if an amendment is needed. Notwithstanding the foregoing, customer agrees to pay for all items received under this Agreement.

2. Section 11 of the Agreement is deleted in its entirety and replaced with the following:

11. **Term and Termination:** This Agreement shall be for a term of four years from the Effective Date. However, either party may terminate this Agreement, without cause, by providing at least thirty (30) calendar days' advance written notice to the other party at the address specified in this Agreement. This Agreement may be terminated by Gore upon written notice to Customer for Customer's breach of any of the terms this Agreement to the extent such breach is not reasonably cured within 30 days after notice of the breach by Gore to Customer. This Agreement may be terminated by either party, immediately upon written notice to the other, if the other party is adjudicated insolvent or seeks protection under any bankruptcy proceeding. Customer shall return, at Gore's cost, all Consigned Inventory within fourteen (14) days of the termination/expiration of this Agreement. Thereafter, Gore may invoice Customer for all unreturned Products.

3. **Full Force and Effect.** All other terms and conditions of the Agreement shall remain in full force and effect.

4. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose names contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the party an original signed Amendment upon request.

SAN BERNARDINO COUNTY

W. L. GORE & ASSOCIATES, INC.
(Print or type name of corporation, company, contractor, etc.)

►

Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name _____
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address 2205 W. Whispering Wind Drive
Phoenix, AZ 85085

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Charles Phan, Supervising Deputy County Counsel	► _____	► Andrew Goldfrach, ARMC Chief Executive Officer
Date _____	Date _____	Date _____