

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

20-605

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Haemonetics Corporation
Contractor Representative	Gary Williams
Telephone Number	817-749-2400
Contract Term	August 5, 2020 through August 4, 2023
Original Contract Amount	\$21,300.00
Amendment Amount	
Total Contract Amount	\$21,300.00
Cost Center	7540

Briefly describe the general nature of the contract: Haemonetics Service Agreement in the amount of \$21,300.00, for software support and service of TEG 6s Analyzers for a term of three years, from August 5, 2020 through August 4, 2023.

FOR COUNTY USE ONLY

Approved as to Legal Form


Charles Phan, Deputy County Counsel

Date 7/20/2020

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department


William L. Gilbert, Director

Date 7/20/2020



TEG®6s PLATINUM
SERVICE AGREEMENT (the "Agreement")

July 6, 2020

Contract Number: US7837

Customer Information:

Arrowhead Regional Medical Center
400 North Pepper Ave
Colton, CA 92324

Customer Number: 23523

Please select one of the two options:

☐ **1 YEAR ANNUAL SERVICE AGREEMENT**

Year	Item Number	Serial Number	Contract Type	Effective Date	Expiration Date	Signed On or Before Effective Date Price	Signed After Effective Date Price
YEAR ONE	07-690-US	T1-15J-100289	TEG®6s PLATINUM	8/5/20	8/4/21	\$3,790.00	\$4,169.00
YEAR ONE	07-690-US	T1-15K-100321	TEG®6s PLATINUM	8/5/20	7/4/21	\$3,790.00	\$4,169.00
Total:						\$7,580.00	\$8,338.00

☒ **3 YEAR MULTI-YEAR SERVICE AGREEMENT**

Year	Item Number	Serial Number	Contract Type	Effective Date	Expiration Date	Signed On or Before Effective Date Price	Signed After Effective Date Price
YEAR ONE MULTI	07-690-US	T1-15J-100289	TEG®6s PLATINUM	8/5/20	8/4/21	\$3,550.00	\$3,905.00
YEAR TWO MULTI	07-690-US	T1-15J-100289	TEG®6s PLATINUM	8/5/21	8/4/22	\$3,550.00	\$3,553.50
YEAR THREE MULTI	07-690-US	T1-15J-100289	TEG®6s PLATINUM	8/5/22	8/4/23	\$3,550.00	\$3,553.50
YEAR ONE MULTI	07-690-US	T1-15K-100321	TEG®6s PLATINUM	8/5/20	8/4/21	\$3,550.00	\$3,905.00
YEAR TWO MULTI	07-690-US	T1-15K-100321	TEG®6s PLATINUM	8/5/21	8/4/22	\$3,550.00	\$3,553.50
YEAR THREE MULTI	07-690-US	T1-15K-100321	TEG®6s PLATINUM	8/5/22	8/4/23	\$3,550.00	\$3,553.50
Total:						\$21,300.00	\$22,024.00

Haemonetics shall provide the Customer with services for the equipment listed above and replacement parts provided by Haemonetics, excluding peripherals such as computer, printer, pipettes, software, etc. (the "Equipment"). Prior to entering into this Agreement, any Equipment not presently under warranty or service agreement with Haemonetics Corporation is subject to a pre-contract inspection. Pre-contract inspections will be billed at Haemonetics Corporation's prevailing rates at the time of inspection. Haemonetics Corporation agrees to waive this pre-contract inspection requirement for purposes of this Agreement.

This Agreement includes the following: unlimited assistance through Haemonetics 24-hour Technical Assistance Hot Line at (800) 438-2834; one Preventative Maintenance Inspection per year with parts, labor and travel expenses covered, scheduled and performed within the term of the Agreement; all Equipment covered under this contract must have the Preventative Maintenance performed in one site visit or additional charges will be incurred; unlimited on-site Emergency Call service with parts, labor and travel expenses covered; on-site Service coverage during normal business hours 8:30 am -5:30 pm local time Monday through Friday (excluding weekends and holidays).

Customer acknowledges Haemonetics is a contractor to the institution and will not inhibit the servicing of the instrument(s) and provide unrestricted access to perform the service indicated.

The term of this Agreement is for the number of year(s) as selected above (the "Term"). Terminations by Customer at any time other than on the anniversary of the Effective Date will be subject to a cancellation fee equal to any unpaid fees.

This Agreement must accompany the Purchase Order and must be signed by an authorized representative.

This Agreement is effective when signed by both parties, as of the Effective Date referenced above.

Please submit signed Agreement with purchase order to Susan.Godsoe@haemonetics.com or Fax Number: (781) 394-5846.

New Haemonetics customers can complete a credit application at any time during the sales process at:

<http://www.haemonetics.com/CreditApplication>

If applicable, provide tax exemption certification by email to:

mailto:taxdept@haemonetics.com

This Agreement is subject to the Service Agreement Terms and Conditions, attached hereto as Exhibit "A", and the General Contract Requirements for Onsite Service Providers, attached hereto as Exhibit "B".

HAEMONETICS SIGNATURE

Paul McDermott

NAME

Senior Manager - Services, Field Services

TITLE

July 6, 2020

DATE

CUSTOMER SIGNATURE

Curt Hagman

NAME

Chairman, Board of Supervisors

TITLE

July 28, 2020

DATE

PO NUMBER:

EXHIBIT "A"

SERVICE AGREEMENT TERMS AND CONDITIONS

This agreement ("Contract") is effective as of July 28, 2020 by and between Haemonetics Corporation, a Massachusetts corporation, having its principal place of business at 400 Wood Road, Braintree, Massachusetts 0184 ("Haemonetics") and the County of San Bernardino ("Customer") on behalf of its Arrowhead Regional Medical Center with a facility at 400 N Pepper Ave, Colton, CA, 92324-1819.

Term. This Contract is effective as of August 5, 2020 and expires August 4, 2023.

Services Provided. In exchange for the consideration described above, and subject to the terms and conditions hereof, Haemonetics® will provide labor and furnish replacement parts as are necessary to maintain the Equipment in operating condition during the term.

Covered Repairs. Haemonetics will only provide service under this Agreement if the repair is necessitated by the Equipment's failure during normal usage and the failure is not the result of an intervening external cause. LOSS OR DAMAGE FROM "INTERVENING EXTERNAL CAUSE" WHICH IS NOT COVERED BY THIS CONTRACT SHALL INCLUDE, BUT NOT BE LIMITED TO, LIGHTNING, EARTHQUAKE, THEFT, RIOT, MISUSE OR ABUSE. THIS CONTRACT SHALL APPLY ONLY TO THE OPERATION OF THE SPECIFIED PRODUCT OR PRODUCTS UNDER CONDITIONS FOR WHICH THEY ARE DESIGNED AND SHALL NOT COVER SERVICE NECESSITATED BY EXTERNAL CONDITIONS, SUCH AS, BUT NOT LIMITED TO, DEFECTIVE OR INADEQUATE POWER SUPPLY NOR DOES THE CONTRACT COVER SERVICE NECESSITATED BY CHANGES IN THE REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENT BODY OR AGENCY. THE REFINISHING OR REPLACEMENT OF ANY CABINET, CABINET PARTS, PLASTIC OR FIBERGLASS, UNLESS DIRECTLY DAMAGED AS A RESULT OF COMPONENT FAILURE, IS NOT COVERED BY THIS CONTRACT.

Certification of Equipment. If Customer requests, Haemonetics will inspect and attempt to upgrade to current standards any Haemonetics equipment purchased from other sources. Customer will pay for such inspection and upgrade at prevailing labor, travel and parts charges. If Haemonetics is able to restore such equipment to current standards Haemonetics will certify the equipment as being eligible for service under this Agreement at which time Customer may elect to include such equipment under this Agreement at then prevailing rates for service.

Field Service. Upon Customer's request, service by field service technicians will be provided at the Customer's address shown on this contract or, at Haemonetic's option, at Haemonetics facilities. Equipment returned to Haemonetics facilities for service or repair will be shipped in accordance with instructions provided by Haemonetics. Customer is responsible for any damage associated with a failure to follow such directions. Haemonetics will be responsible for all freight and handling costs in the event a field service technician is unable to complete the repair or maintenance at the Customer's location.

Depot Service. Equipment serviced under Depot Service Agreement must be returned to Haemonetics facilities for service or repair in accordance with instructions provided by Haemonetics. Customer is responsible for any damage associated with a failure to follow such directions. Haemonetics will be responsible for all freight and handling costs associated with the service or repair.

No Modifications. The services to be provided hereunder are tendered subject to the terms and conditions specifically set forth in this document, and no term or condition inconsistent with or in addition thereto claimed by either party shall be applicable to this Contract, unless specifically accepted in writing by an authorized representative of each party. Haemonetics will not service Equipment if Customer has failed to pay any amount due under this Agreement.

No Assignment. This Contract is not transferable or assignable by either party without the prior written consent of the non-assigning party. This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

Access to Equipment. Customer will allow Haemonetics reasonable access to the products subject to the requirements of Attachment 1, General Contract Requirements for Onsite Service Providers, attached hereto and incorporated herein.

Governing Law. This Agreement is governed by the laws of the State of California. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under indemnification and insurance requirements.

Warranty. All materials supplied under this Contract are warranted against defects in workmanship and material for a period of 30 days from the date of installation of such material. Haemonetics' sole responsibility under this warranty shall be to repair or replace any material found to be defective. Haemonetics reserves the right to use new or refurbished parts to perform repairs or maintenance covered by this Contract. Labor required to repair or replace such material following expiration of this Agreement, but within the warranty period for said material, shall be supplied at Haemonetics' per call rates and terms then in effect.

Disclaimer of other Warranties. EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, HAEMONETICS DISCLAIMS ALL WARRANTIES WITH REGARD TO THE MATERIALS OR SERVICES SUPPLIED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, AND THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF HAEMONETICS FOR DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE MATERIALS AND SERVICES PROVIDED HEREUNDER.

Limitation of Damages. Haemonetics is not responsible for any loss, damage or injury resulting from delay in rendering service under this Contract. In no event will Haemonetics' aggregate liability exceed the amount actually received by Haemonetics during the applicable contract period. Any legal action must be brought by Customer within one year after the cause of action accrues.

Limits on Contract. This Agreement and the warranty provided above are void with respect to an item of Equipment if (a) Customer used any disposables or accessory products that are not manufactured by or specifically approved by Haemonetics for use with the Equipment, (b) repairs are made to the Equipment by persons not specifically authorized to do so by Haemonetics, (c) unauthorized modifications to the Equipment are made or (d) Customer fails to comply with operating conditions in the Equipment's operating manuals. Customer shall be responsible for and shall pay Haemonetics at Haemonetics' applicable time and material rates for any service which Haemonetics provides at Customer's request after a voiding event and before such voiding event is discovered.

by Haemonetics. Customer shall indemnify and hold Haemonetics harmless for all costs, expenses and liabilities arising out of or related to any voiding event.

Ownership of Replaced Parts. All replaced parts shall become the property of Haemonetics and shall be promptly returned to Haemonetics.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and delivered by their respective duly authorized officers.

Haemonetics Corporation

Signature:



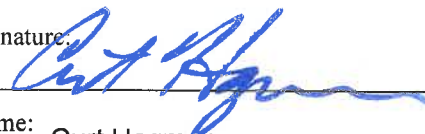
Name: Philip Dalton

Title: Sr. Manager, Contracts Administration

Date: 07-20-2020

**County of San Bernardino on behalf of
Arrowhead Regional Medical Center**

Signature:



Name: Curt Hagman

Title: Chairman, Board of Supervisors

Date: July 28, 2020

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By

Deputy

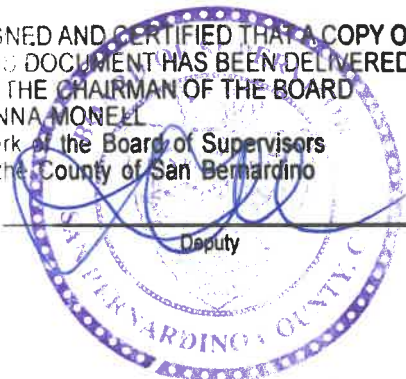


EXHIBIT B

GENERAL CONTRACT REQUIREMENTS FOR ONSITE SERVICE PROVIDERS

1. Compliance with County Policy

In performing the services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; and (c) abide by all laws applicable to the Contractor, and all amendments and modifications to each of the items addressed in subsections (b) and (c) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate. County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

2. Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

3. Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the County; and (c) are not otherwise disqualified from performing the services under applicable law. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period.

4. Drug and Alcohol Free Workplace

- a. In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:
 - i. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
 - ii. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
 - iii. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
- b. Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- c. The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

5. Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

6. Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

7. Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

8. Subcontracting

Contractor will not use subcontractors to supply any part of the services to County.

9. Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made within reasonable time after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence unless otherwise agreed by the County. If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all reasonable costs incurred by the County for such repair, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.