

EXHIBIT A

To Agreement by and between
County of Monterey Health Department, hereinafter referred to as “County”
AND
STERIS Corporation, hereinafter referred to as “CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- A.1.1 CONTRACTOR shall deliver two (2) AUTOCLAVES to Scarr Storage, 1353 Dayton Street, Salinas, CA. 93901.
- A.1.2 CONTRACTOR shall install two (2) Steris AMSCO 250LS laboratory sterilizers (AUTOCLAVE). Installation for each AUTOCLAVES will take 3-5 days and each instrument will be installed one at a time at the County of Monterey Health Public Health Laboratory, 1270 Natividad, Salinas, CA 93906.
- A.1.3 CONTRACTOR shall remove and dispose of two existing autoclaves located at the County of Monterey Health Public Health Laboratory, 1270 Natividad, Salinas, CA 93906.
- A.1.4 CONTRACTOR shall provide SCARE BACK PRO preventative maintenance for three (3) years for each Scale Back Pro, beginning after the 12-month base warranty ends.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$162,282.78** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Item	Product Number	Quote KLASHLEY 1382380-Rev 16 Description	Qty	Extended Discount Price
1.0	SF5213011220007000	<p>AMSCO® 250LS Small Steam Sterilizer, 20" x 20" x 38" (508 x 508 x 965 mm)</p> <p>STERIS Amsco 250LS Small Scientific Laboratory Steam Sterilizer is STERIS Corporation's most advanced line of steam-jacketed small sterilizers with a chamber size of 20 x 20 x 38" (508 x 508 x 965 mm). The manual operated vertical sliding door Amsco 250LS sterilizer is equipped with the latest features in both state-of-the-art technology and ease of use including an Allen-Bradley MicroLogix (TM) control system with enhanced functionality and A-B PanelView Plus (TM) 600 interface screen and modularized vessel and piping for increased dependability and reduced servicing time. Door seal is steam-activated, requires no lubrication and warranted for 2 years. Pressure vessel is warranted for 15 years.</p> <ul style="list-style-type: none"> • AMSCO 250LS Scientific Laboratory Steam Sterilizer • Prevacuum • Manual Vertical Sliding Door(s) • Single Door • Single Door Cabinet • Standard Piping: Brass and Copper Threaded • Electric Steam Generator - Carbon Steel • 120V, 1Ph; 460/480V, 3 Ph (for vac pump &/or steam generator) • Auto Flush Integral Generators • English Language 	2	\$ 89,878.00
1.1	FV020018	Seismic Kit for 20in Small Steam Sterilizer	2	\$ 786.00
1.2	FV022005 GTIN: 00724995150501	Loading Rack & Two Shelves-20X20X38" Sterilizer For Double Door Unit Only	2	\$ 3,072.00
1.3	TRADEINSTER	Trade in STERIS Sterilizer	2	\$ (1,500.00)
1.4		<p>Shipping and Handling Charges</p> <p>STERIS's designated carriers are extensively trained to best handle our complex equipment needs and ensure safe and timely delivery of all products. Our carrier representatives work to ensure accurate deliveries specific to your timeline as well as problem resolution should there be any delays, damages or redelivery required.</p>	1	\$ 3,028.00
1.5	SE6045100071	<p>Disposal of Sterilizers and Generators</p> <p>STERIS personnel will determine the most efficient method of disposal including but not inclusive of pick up by STERIS carrier or removal by local scrapping entity. If deinstallation is not performed by STERIS personnel, Customer will decontaminate and move equipment to loading dock for pick up. Please note. disposal of Customer equipment implies Customer relinquishes ownership right of disposed equipment.</p>	2	\$ -
Taxable Subtotal				\$ 95,264.00

Item	Product Number	Description	Qty	Extended Discount Price
1.6	SE0000082	Seismic Anchoring STERIS provides a representative to anchor the equipment to ensure the seismic installation meets local building codes. (Excludes x-raying the floor, through bolting, & associated hardware)	2	\$ 5,000.00
1.7	SE6018421	Deinstallation - Small Sterilizers STERIS will make all necessary utility disconnections (not applicable for Canada), remove and transport equipment to a predetermined location within same customer facility for pickup or disposal. Customer is responsible for decontamination and release of the equipment as non-hazardous. Equipment disposition from the staging point will be dependent upon Customer selection of disposal option. If removed equipment is to become STERIS property, it will be held on-site at the designated location for pickup by STERIS representative within a reasonable time, not to exceed five (5) working days.	2	\$ 1,450.00
1.8	SE011182	Installation - 20 Inch Lab 250(LS) Electric Sterilizer STERIS Installation Service Package includes all necessary labor (non-union) and materials required to do the following: <ul style="list-style-type: none"> - Uncrate the equipment at the site and inspect for shipping damage - Assemble or re-erect the equipment - Assemble equipment piping packages and accessories where provided - Install standard final panels where provided - Move the equipment to specified facility location. Customer to provide clear, unimpeded ingress to installation site. No special rigging or rigging equipment is included in this scope unless previously addressed and priced - Put the equipment into its place and level it (see Seismic restrictions) - Make all air, steam, water & drain utility connections from building termination to the equipment (maximum of 6ft/1.8m) using flexible or hard-piping* according to local regulations. Proper disconnects, isolation valves, wall or ceiling penetrations to be provided by others. *Flexible or hard-piping must be specified in advance through contact with the STERIS District Service Manager. - Make electrical connections to the equipment, a service which includes one of the following which must also be specified in advance through contact with the STERIS District Service Manager: Either: supply and fit electrical cable from the junction box within 6ft/1.8m of unit to the STERIS equipment electrical connection point according to local regulations. Wall or ceiling penetrations and Junction / isolation / disconnect box to be supplied by others, Or: The final termination / connection of the cable (supplied by others) to the STERIS equipment electrical connection point according to local regulations. Customer is responsible for receiving the equipment and disposing of packing materials. Once the equipment has been received, please contact STERIS to schedule installation. Price is for normal working hours, Monday - Friday 8 am -5 pm unless otherwise noted. Please refer to the STERIS terms and conditions of installation found later in this quotation for a more detailed description of the scope of work. This installation service includes Start Up service.	2	\$ 7,900.00
1.9	SE1060115	Scale Back Pro Package 30-75KW STERIS SecureCare SCALE BACK PRO Water Conditioning System Package is designed to improve water quality, extend the lifespan and maximize performance of your integral or standalone generator. Scope of work – Customer will receive a SCALE BACK PRO Housing, SCALE BACK PRO Cartridge, Installation of the SCALE BACK PRO housing, 2 Preventive Maintenance Visits, and Replacement SCALE BACK PRO Cartridge. STERIS SecureCare SCALE BACK PRO Water Conditioning System and pricing include only that which is defined in the scope of work above. The replacement of any recommended replacement parts will be considered an additional repair and not included in this service. Warranties apply to those parts replaced as part of the STERIS SecureCare SCALE BACK PRO Water Conditioning System. Additional repair recommendations will be documented, and repairs made available at prevailing billable rates for parts and labor. Applicable during normal working hours of M-F from 8AM – 5PM. Additional travel charges may apply.	2	\$ 7,200.00

Item	Product Number	Description	Qty	Extended Discount Price
1.10	SE1060110045	1st Year Preventive Care - SCALE BACK PRO 30-75KW The STERIS 1st Year Preventive Care service agreement is a maintenance inspection designed to ensure new STERIS equipment is operating according to manufacturer's requirements throughout the warranty period. An inspection is conducted using the appropriate STERIS Preventive Maintenance Checklist and includes any necessary testing and adjustments. Parts are not included in a 1st Year Preventive Care service. Please note that this service is an enhancement to, but independent of the STERIS warranty program.	2	\$ -
1.11	SE106002	Install SCALE BACK PRO	2	\$ -
1.12	P764337561	KIT,SCALE BACK PRO 30-75	2	\$ -
1.13		Total Care Connect SCALE BACK PRO Total Care Connect is a service coverage inclusive of parts, labor and travel for all scheduled Preventive Maintenance inspections and equipment repairs completed within the care plan coverage period. Includes ConnectCare Service Portal access - your gateway to STERIS Service. Excluded from coverage are accessories and consumable/expendable items.	4	\$ 8,752.00
1.14		1st Year Preventive Care - Lab 250(LS) Electric Sterilizer The STERIS 1st Year Preventive Care service agreement is a maintenance inspection designed to ensure new STERIS equipment is operating according to manufacturer's requirements throughout the warranty period. An inspection is conducted using the appropriate STERIS Preventive Maintenance Checklist and includes any necessary testing and adjustments. Parts are not included in a 1st Year Preventive Care service. Please note that this service is an enhancement to, but independent of the STERIS warranty program.	2	\$ 6,955.20
1.15		2nd Year Labor Care - Lab 250(LS) Electric Sterilizer With a Labor Care service agreement, STERIS provides all preventive maintenance labour for the coverage period in accordance with STERIS's then current Preventive Maintenance Check List. Any required repair labour & normal travel expenses are covered as well. STERIS Field Service Engineers will work with you to order parts in preparation of a PM. All replaced parts have a 90- day warranty.	2	\$ 20,832.00
		Non taxable Subtotal		\$ 58,089.20
				Taxes \$ 8,929.58
				Not to Exceed \$ 162,282.78

Payment terms are NET thirty (30) days from date of invoice.

Equipment is invoiced upon shipment. Services are invoiced upon completion of services.

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted to:

County of Monterey Health Department
Public Health Laboratory
Attn: Donna Ferguson
1270 Natividad Road
Salinas, CA 93606
(831) 755-4636
fergusond@co.monterey.ca.us

Invoices shall:

- a. Be prepared on Contractor letterhead.
- b. Bear the Contractor's name as shown on the agreement.
 - a. Identify the billing date. Itemize costs in similar detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.