EXHIBIT-A

To Agreement by and between Public Health Laboratory, hereinafter referred to as "County" AND

EMD Millipore Corporation, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1 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 provide installation of Milli-Q IQ7000 Purification system to the Public Health Laboratory located at 1270 Natividad Road, Salinas CA 93906.
- A.1.2 CONTRACTOR shall provide training to Public Health Lab staff members on how to use the Milli-Q IQ7000 Purification system at the time of installation and as necessary during the term of this agreement.
- A1.3 CONTRACTOR shall provide (1) one-year preventative maintenance services on the RIOS reverse osmosis system.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$36,732.82 for the performance of <u>all things</u> <u>necessary</u> 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:

NTE: \$36,732.82

Table of Deliverables Pro	ducts and Services			
	Milli-Q IQ7000 Hardware & Accessories			
			Total Net	
Catalogue Number	Description	Qty		Price
ZIQ7000T0C	Milli-Q® IQ 7000 purification system	1		10,060.70
ZIQP0D000	Q-POD® remote dispenser	1	\$	2,669.60
ZFCBIQOUS	Country box IQ 7000 US	1	\$	37.63
ZFC0NN2SQ	Connector 2m System-POD	1	\$	92.30
ZWATSENA1	Water sensor	1	\$	153.36
			\$	13,013.59
	Milli-Q IQ7000 Consumables			
IPAKKITA1	Milli-Q® IQ/EQ 7000 Purification kit	1	\$	887.50
MPGP002A1	Millipak® 0.22μm filter	1	\$	181.05
			\$	1,068.55
	Milli-Q IQ7000 Installation, Travel & Training			
ZWMQ0IQIN1	Milli-Q IQ 7000 Installation	1	\$	891.00
ZWAAZONE1	TRAVEL ZONE 1	1	\$	308.00
			\$	1,199.00
	Optional- Element POD			
ZIQELEMTO	Milli-Q® IQ Element purification system	1	\$	5,822.00
IPAKICPK1	Milli-Q® IQ Element consumable kit	1	\$	1,235.40
ZFC0NN2SQ	Connector 2m System-POD	1	\$	92.30
			\$	7,149.70
	Year 1 - RiOs™ 30 120V 60Hz - ZROS60030 F5JN52293A			
ZWLR1CTUE0	RIOS 30,50 PREVENTIVE	1	\$	639.00
ZWAAZONE1	TRAVEL ZONE 1	1	\$	346.00
CDRC030HG	RO CART+HSG 30LPH RIOS/ELIX-L	1	\$	1,597.50
PRPK0L002	PREPAK L2	1	\$	530.37
ZLXUVLPL1	UV LAMP FOR TANKASM/RIOS/ELIX-L	1	\$	282.58
PROGTLCS1	Progard TL1-C	1	\$	550.25
ZFRE012FC	VENT FILTER / CO2 TRAP	1	\$	380.56
CVDI02TPE	DURAPORE 0.2UM 20" CDO Fluoroelasto	1	\$	401.20
10 ZSNAMULT100	Multimedia Sand Filter 1FT3 120V/60Hz	1	\$	1,313.50
ZFREIGHT	Freight charges	1	\$	62.73
	Additional cost and expenses for products, software			
	and license on a "as-needed" and "as-approved"		\$	5,221
		I	\$	11,324.69
Subtota Taxable Amount Tax Rate		uhtotal	\$	33,755.53
			\$	31,508.80
			۲	9.25%
Estimated Taxes Not to Exceed			\$	2,914.56
			\$	36,732.82

CONTRACTOR shall submit invoices as products ship and services are performed.

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 in duplicate to:

Monterey County Health Department Public Health Bureau-Accounts Payable 1270 Natividad Road, Salinas, CA. 93906 (831) 755-4500 412-PHFiscal@co.monterey.ca.us Monterey County Health Department Public Health Lab-Donna Ferguson 1270 Nativiad Road, Salinas, CA. 93906 (831)755-4636 fergusond@co.monterey.ca.us

Invoices shall:

- a. Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
- b. Bear the Contractor's name as shown on the agreement.
- e. Be submitted monthly; the annual payable amount per section B1
- d. Identify the billing and/or performance period covered by the invoice.
- e. Itemize costs for the billing period in the same 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.



