

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.
- A.1.3 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 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:

| Table of Deliverables Products and Services | | | |
|--|--|-----|--|
| Milli-Q IQ7000 Hardware & Accessories | | | |
| Catalogue Number | Description | Qty | Total Net Price |
| ZIQ7000TOC | Milli-Q® IQ 7000 purification system | 1 | \$ 10,060.70 |
| ZIQPOD000 | Q-POD® remote dispenser | 1 | \$ 2,669.60 |
| ZFCBIQ00S | 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 | | | |
| ZIQELEMT0 | 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 - ZR0S60030 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 |
| PRPKOL002 | 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 |
| CVDIO2TPE | 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 |
| | | | \$ 11,324.69 |
| | | | <i>Subtotal</i> \$ 33,755.53 |
| | | | <i>Taxable Amount</i> \$ 31,508.80 |
| | | | <i>Tax Rate</i> 9.25% |
| | | | <i>Estimated Taxes</i> \$ 2,914.56 |
| | | | <i>Not to Exceed</i> \$ 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.

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Contractor

County

~~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 Natividad 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.~~

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