

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

- (a) The Contractor shall provide analytical spectroscopy type instrumentation, i.e. spectrophotometers, spectrometers, liquid scintillation systems, scintillation counters, chromatographs, Gas Chromatographs/Mass Spectrometry (GCMS) equipment, High Performance Liquid Chromatography (HPLC) equipment, recorders, centrifuges, autoclaves, genetic analyzers, electrophoresis equipment and miscellaneous related specialized laboratory equipment/instrumentation, consumables, software updates to instrumentation, accessories and supplies (the "Product")
- (b) The Contractor shall provide general repairs, annual or semi-annual maintenance and emergency services as required, described and at the price in Exhibit B – Price Schedule.
- (c) All Contractor prices are free on board (FOB) Destination, Freight Prepaid and shall include setup instructions of the instrumentation at no additional charge to Client Agency.
- (d) For Product that have any additional extraordinary freight/delivery charges related to extremely large, heavier weight product (copy of invoice as sent directly by supplier) must be submitted to Client Agency for prior written approval to reimburse charges related to such Product in order to issue payment against invoices for authorized shipping charges/services.
- (e) Contractor shall remain a manufacturer or authorized dealer of the Product line for goods, and services or both they represent throughout the term of the Contract.
- (f) Contractor technicians shall remain certified and authorized by Contractor to perform service work under the Contract throughout the term of the Contract.
- (g) Contractor shall furnish Client Agency with copies of price lists or catalogs as requested at no additional cost to Client Agency in electronic format. Contractor price lists or catalogs must clearly indicate the State of CT catalog number for reference to ensure correct pricing throughout the term of the Contract.
- (h) Contractor shall not require a minimum order from the Client Agency throughout the term of the Contract.
- (i) Contractor shall provide operational training and support upon request to Client Agency for Product at no additional cost throughout the term of the Contract.
- (j) Contractor shall provide telephone support for all covered hardware and software Product purchased under the Contract Monday through Friday from 8:00 a.m. to 4:30 p.m. Eastern Standard Time (EST).

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- (k) This Contract shall allow Client Agency to request pricing from Contractors under Contract for Product upgrade due to change in technology for product not currently listed in price list before the issuance of a purchase order.
- (l) Contractor shall submit a copy of the manufacturer warranty with all purchase of Product to Client Agency upon request.

2. General Repairs and Annual and/or Semi-Annual Maintenance:

- (a) Contractor shall perform general repairs as described and at the rate listed in Exhibit B – Price Schedule for on-site work at Client Agency.
- (b) Contractor shall perform annual or semi-annual maintenance as needed per manufacturer’s recommendation at Client Agency. Additional maintenance may be required if Product becomes inoperable. All maintenance shall be pre-arranged with Client Agency regarding date and time for service.
- (c) Contractor technicians performing general repairs, annual and/or semi-annual maintenance and emergency repair services as described in Exhibit B - Price Schedule under the Contract shall remain certified and authorized by their employer to perform service work under the Contract.
- (d) All parts for general repairs, annual and/or semi-annual maintenance and emergency services will be purchased by Client Agency at the percentage off price list in Contractor catalog or percentage off items list as indicated in Exhibit B – Price Schedule.
- (e) For installation of Product by Contractor at Client Agency, Contractor shall be responsible for removing old equipment upon request before installing new equipment at no additional cost throughout the term of the Contract.
- (f) Contractor shall respond to Client Agency request for on-site visit for general repairs within (4) business days of receipt of call from Client Agency.
- (g) Contractor shall issue a report at the end of all general service repairs performed at Client Agency to include but not be limited to: date, service performed, total hours, technician name and any additional information at Client Agency request.

3. Emergency Repair Service

- (a) Contractor shall respond to Client Agency request for on-site visit for emergency Repair Services within (1) business day of receipt of call from Client Agency.
- (b) Emergency repair service shall be available Monday through Friday 8:00 a.m. to 4:30 p.m. Eastern Standard Time (EST).

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- (c) Contractor shall issue to Client Agency a report at the end of all emergency repair service performed to include but not be limited to: date, service performed, hour's spent at Client Agency, technician name and any additional information at Client Agency request.
- (d) All parts for general repairs, annual and/or semi-annual maintenance and emergency services will be purchased by Client Agency at the percentage off price list in Contractor catalog or percentage off items list as indicated in Exhibit B – Price Schedule.

4. ADDITIONAL TERMS AND CONDITIONS:

(a) Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

(b) Mandatory Extension to State Entities

Contractor shall offer and extend the Contract (including pricing, terms and conditions) to political subdivisions of the State (which includes towns and municipalities), schools, and not-for-profit organizations.

(c) P-Card (Purchasing MasterCard Credit Card)

Notwithstanding the provisions of Section 4(b)(2) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

(d) Subcontractors

Subcontracting is not allowed under this Contract.

(e) Security and/or Property Entrance Policies and Procedures

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Contractor shall adhere to established security or property entrance policies and procedures or both for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.