

## EXHIBIT A

### DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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#### **1. DESCRIPTION OF GOODS AND SERVICES:**

- (a) Contractor shall deliver Perkin Elmer RESOLVE Systems, Neonatal Hemoglobin Kits, JB-2 Staining System materials, analytical spectroscopy equipment, including but not limited to, spectrophotometers, spectrometers, liquid scintillation systems, scintillation counters, chromatographs, gas chromatographs, mass spectrometry equipment, high performance liquid chromatography equipment, recorders, centrifuges, autoclaves, genetic analyzers, electrophoresis equipment and other miscellaneous related specialized laboratory equipment, consumables, software updates to equipment purchased under this Contract, accessories and supplies (referred to collectively as the "Products"). Contractor shall perform Routine Preventive Maintenance (RPM) annually to reduce equipment downtime and perform on-site Emergency Repairs (ER) at the Client Agency laboratory.
- (b) There shall be no minimum purchase order requirements throughout the term of the Contract.
- (c) No substitute Products are allowed under the Contract.
- (d) All Contractor prices are free on board destination, freight prepaid, including shipping and handling costs, with risk of loss on the Contractor until delivery is accepted by Client Agency.
- (e) Contractor Products must have a shelf life of greater than six (6) months from the date of shipping for reagents and consumables.
- (f) Contractor shall deliver all Products within one to two (1-2) business days after receipt of purchase order from Client Agency.
- (g) All equipment delivery will follow the delivery scheduled outlined in the Exhibit B – Price Schedule.
- (h) Contractor shall label the contents of all delivered Products and equipment.
- (i) The purchase price for all Products must include the Contractor's discount percentage amount as indicated on Exhibit B off the electronic catalog or price list.
- (j) Contractor shall provide a copy of the manufacturer warranty for all equipment purchased by the Client Agency during each delivery.

#### **2. Routine Preventive Maintenance (RPM):**

- (a) Contractor shall perform RPM annually which shall include but not be limited to, service and repairs of all mechanical and electrical parts, accessories and software upgrades to equipment. The Client Agency and the Contract shall mutually schedule the RPM. The Contractor must perform all work on-site at the Client Agency.

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- (b) RPM must include corrective repairs, parts and labor recommended by the Original Equipment Manufacturer (OEM), to maintain equipment in working order during the term of the Contract.
- (c) Contractor shall respond to Client Agency's requests for RPM within two (2) business days of receipt of Client Agency's phone call to schedule service. The Contractor shall provide the Client Agency a credit in the amount of three percent (3%) off the annual cost of the RPM in the event Contractor fails to respond to Client Agency's phone call within the specified time.
- (d) Contractor service technicians performing RPM under the Contract shall be certified by the OEM to perform service work and must remain certified throughout the term of the Contract. Contractor shall immediately notify the Client Agency and DAS – Procurement, Attn: [Arlene.watson-paulin@ct.gov](mailto:Arlene.watson-paulin@ct.gov) via email by written notice in the event any of Contractor's licenses or certifications or both are revoked or expire.
- (e) All parts for RPM must be purchased by Client Agency at the percentage off Contractor electronic price list or electronic catalog. Contractor shall furnish all new parts as necessary to perform RPM. All new parts must have a OEM replacement warranty.
- (f) Contractor shall issue a report to Client Agency at the end of all RPM. Each report must include but not be limited to: date, service performed, total number of hour(s), technician name and any additional information at Client Agency's request.
- (g) RPM work must be performed on-site at the Client Agency unless otherwise agreed upon between Client Agency and Contractor.

### **3. On-Site Emergency Repair Services:**

- (a) Contractor shall perform on-site emergency repair services at Client Agency's request. On-site emergency services must include all services not covered under the RPM and other service repair work identified as such by the Client Agency and initiated by the Client Agency.
- (b) Contractor shall respond to Client Agency's request for on-site emergency repair services within one (1) business day of receipt of Client Agency's phone call. The Contractor shall provide the Client Agency a credit in the amount of five percent (5%) off the annual cost of on-site emergency repair services in the event the Contractor fails to respond to Client Agency's phone call.
- (c) Contractor shall perform on-site emergency repair services at the Client Agency Monday through Friday 8:00 a.m. to 5:00 p.m. Eastern Standard Time.
- (d) Contractor shall issue a report to Client Agency at the end of all emergency repair services performed on-site at Client Agency. Each report must include but not be limited to: date, service performed, total time spent working on equipment, technician name and any additional information requested by the Client Agency.

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- (e) All parts for emergency repair services must be new and must be purchased by Client Agency at the percentage off Contractor's price list or electronic catalog. All new parts must have an OEM replacement warranty.

#### **4. Training:**

- (a) Contractor shall perform in-service training on the proper use of equipment. Such training must be performed on-site at Client Agency's request for any equipment purchased under the Contract at no additional cost to the Client Agency.
- (b) Client Agency and Contractor shall schedule the training in advance. All training must be performed on-site at the Client Agency unless otherwise agreed upon between Client Agency and Contractor.

#### **5. Customer Service Support:**

- (a) Contractor shall maintain the customer service support via the telephone number listed in the Exhibit B – Price Schedule from Monday – Friday 8:00 a.m. – 5:00 p.m. Eastern Standard Time.
- (b) If Contractor's customer service support telephone number changes, Contractor shall immediately inform DAS – Procurement, Attn: [Arlene.watson-paulin@ct.gov](mailto:Arlene.watson-paulin@ct.gov) via email with the updated information.

#### **6. Contractor Invoicing:**

- (a) Contractor shall provide an invoice for RPM annually. All discounts must be applied at the time of invoicing.
- (b) No additional charges for travel or other incidentals are be allowed.

#### **7. 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) 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.

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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.

**(c) Security and/or Property Entrance Policies and Procedures**

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.