

## EXHIBIT A

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

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

- (a) The Contractor shall deliver Peak Scientific Nitrogen Generator Genius XE70 230V (the "Generator"), Transformer Dual Tap and Tube PTFE 6mmOD 4mmI to the Department of Emergency Services and Public Protection (DESPP), Division of Scientific (CTDSS) located at 278 Colony Street, Meriden CT 06451: Attn: Dr. Michael Rickenbach. Contractor shall install the Generator at no additional cost to the Client Agency, and perform annual preventive.
- (b) Contractor shall deliver the Generator and components within five (5) to six (6) weeks of receipt of Purchase Order from Client Agency.
- (c) Contractor acknowledges Client Agency does not have a loading dock and will need lift gate service at no additional charge.
- (d) Contractor shall contact Client Agency to schedule delivery and installation of the Generator and related components.
- (e) Contractor shall perform annual Preventive Maintenance (PM) after the original manufacturer warranty expires to ensure optimal performance and minimize any downtime of the generator during the Term of the Contract.
- (f) PM shall include but not be limited to:
  - The manufacturer's recommendation for preventive maintenance and service.
  - Cleaning equipment with a damp cloth avoiding contact with electrical components.
  - Check the status indicators/gauges on the panel.
  - Follow the manufacturer's recommendation for service.
  - Replacement of parts, as needed.
- (g) Contractor shall contact Client Agency to schedule PM at a convenient time for the Client Agency.
- (h) Contractor personnel must be certified by manufacturer to perform PM services.
- (i) Client Agency may request copy of certification from the Contractor that the personnel provided to perform service is authorized by the manufacturer.
- (j) Any spare parts or parts off-warranty, in lieu of parts required for PM, shall be purchased off price list as listed in Exhibit B – Price Schedule.
- (k) Contractor shall maintain technical support twenty four (24) hours per day seven (7) days per week (24//7) during the term of the Contract.
- (l) Charges for travel time are not allowed under this Contract.

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- (m) The Contractor shall warranty Goods against defects in the material and workmanship including all parts and labor for a period of one (1) year or the manufacturer's standard warranty, whichever is greater from the date of installation or repair. The warranty must also include the full cost of the materials, labor, packaging and shipping required to replace defective Goods, at no charge to the Client Agency. The Contractor shall be responsible for all aspects of warranty administration and shall ensure that service is performed according to warranty procedures.

#### **2. Emergency Service:**

- (a) Contractor shall respond to Client Agency request for emergency service via telephone or email within twenty-four (24) hours of the Client Agency's notification to obtain a brief description of the issue or damage.
- (b) Contractor shall perform emergency services within 2-3 days of original phone call or email from Client Agency.
- (c) All spare parts for emergency service shall be purchased at the percentage off price list and at the hourly rate listed in Exhibit B – Price Schedule.

#### **3. 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) **Energy Star Provision (per CGS 4a-67c)**

Equipment and appliances offered pursuant to this contract shall meet or exceed the federal energy conservation standards set forth in the Energy Policy and Conversation Act, 42 USC 6295, any federal regulations adopted thereunder, and shall meet or exceed the federal Energy Star standards established by the U.S. Environmental Protection Agency and the U.S. Department of Energy.

(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

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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**

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.