

## EXHIBIT A

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

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

- (a) Contractor shall perform laboratory analysis of saline water, fresh water, biological tissue, soil, groundwater, water samples from drinking wells, sediment, air samples, wastes and sludge, and conduct acute and chronic toxicity studies as requested by Client Agency for whole effluent samples, surface waters and sediments with the additional testing described in the next sentence, the "Services". Additional testing of various materials for hazardous waste determinations, identification and characterizations of hazardous materials will also be required.
- (b) Contractor shall comply with any and all revised testing methodologies as determined by the Federal Environmental Protection Agency (EPA), the Connecticut Department of Energy and Environmental Protection (CTDEEP) and the Reasonable Confidence Protocols (RCP).
- (c) Contractor shall furnish all technical personnel, labor, materials, machinery, tools, coolers and ice, all necessary labels, sample bottles or other containers, preservatives, equipment, transportation services shipping, and related testing and results documentation.
- (d) CTDEEP technical specifications are located in Appendix A through F and are classified into distinct categories which include: (1) salt water nutrient analysis; (2) surface water (fresh and salt) chemistry analysis; (3) fish tissue analysis; (4) sediment analysis; (5) toxicity studies; and (6) drinking water, soil, air, groundwater, waste and sludge analysis.
- (e) Contractor shall comply with all Federal, State and OSHA laws, ordinances, building and fire codes.
- (f) Contractor shall pay for all testing related permits, licenses, and charges of similar nature.
- (g) Contractor shall assign to the Performance of Services, a competent customer service representative and provide their specific contact information to the Client Agency.

#### **2. 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, Schedule 1, 2 and 3 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) Emergency Standby for Goods and/or Services**

In the event of a declared emergency or natural disaster within the State of Connecticut, not resulting from inadequate inventory or contract expiration, but which are expected to be temporary in nature, DAS and/or the Client Agency reserves the right to request the goods and/or services called for in this

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contract from the Contractor. The Contractor shall make the best effort to provide goods and/or services at the time and in the manner specified by DAS and/or the Client Agency. From the time a request for goods and/or services is made the Contractor shall acknowledge the request within two (2) hours. If the Contractor is unable to respond or provide the goods and/or services requested, DAS and/or the Client Agency reserves the right to procure said good and/or services from another source. Contractors called upon to perform under emergency circumstances shall supply goods and/or services in a timely manner such that time is of the essence.

Contractors shall offer DAS and/or Client Agency first priority for goods and/or services, which are unknown at this time, but which may be required during an actual emergency, from its regular sources of supply at the rates set forth in Exhibit B, Schedule 1, 2 and 3 of this Contract.

#### **(d) 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.

#### **(e) Business Associate**

The Contractor is a Business Associate for purposes of HIPAA.

#### **(f) 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.

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#### **(g) Access to Laboratory**

The Client Agency shall have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

The laboratory conducting the analyses may be subject to quality assurance audit(s), which may be performed by the Client Agency or its agent.

#### **(h) Records Retention**

The Contractor must maintain files with the results of field and quality control analyses as well as all associated raw data, both printed and electronic, used to identify and quantify the testing results. These data include, but are not limited to, initial and continuing calibrations, direct instrument outputs, preparation logs, instrument run logs and all chain of custody documentation. Additionally, a project narrative detailing any problems or observations concerning the analysis of the samples should be part of the laboratory record. The Client Agency will have the right to on site review or to request copies of any or all of these records by U.S. mail, electronic copy, or other conveyance approved by the Client Agency and at the cost of the Contractor, for all analyses conducted by the laboratory for the Client Agency.

The laboratory performing the analysis shall retain all data records for a minimum period of five (5) years. Three months prior to the end of the five-year period, the laboratory shall notify the Client Agency in writing concerning the disposal of the records. The laboratory shall not destroy any records until the Client Agency provides written authorization. The Client Agency shall provide written direction to the Contractor within thirty (30+) days from being noticed by the laboratory to either request copies of records or allow the disposal of the information. Copies of all records requested by the Client Agency shall be provided without cost and in a timely manner prior to the destruction of records.

#### **(i) Notice Regarding Safety**

In accordance with generally accepted practices, the Contractor shall be responsible for all matters relating to the health and safety of its personnel and equipment in Performance of the Services. This includes recognition of the potential health and safety hazards associated with the Services and includes compliance with the minimum requirements of the health and safety plan in force for the Services. It is understood that protective measures specified in any health and safety plan are minimum requirements for the Services.

The Contractor warrants that all its employees permitted to engage in hazardous waste operations that could expose them to hazardous substances, safety or health hazards have obtained the necessary health and safety training and medical surveillance pursuant to 29 CER 1910.120 OSHA requirements.

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#### **(j) Client Agency Responsibilities**

The Client Agency will fulfill the following:

1. Assist and implement corrective action upon notification by the Contractor of problems.
2. Provide a consistent Client Agency representation for each sampling and testing Service Performed.
3. Respond to Contractor concerns or notices.
4. Provide samples properly prepared for delivery or pick-up by the Contractor notifying laboratories upon shipment of lots based on discrete sample events.
5. Notify the Contractor in advance of sampling schedule, change of schedule, and/or cancellation.
6. Respond to the Contractor in writing within 30 days after being notified by the Contractor that data records destruction is requested. Contractor shall not destroy records unless it receives Client Agency written approval.
7. Provide access to sites or samples at the times and places agreed upon with the Contractor.

#### **(k) Subcontractors**

Except for the specific case described in this following paragraph within this section, Contractor will be required to perform all chemical and/or physical analysis without the use of subcontractors.

Any and all subcontracting is to be contingent and only allowed upon strict written pre-approval where the Client Agency has pre-approved the use of a subcontracted laboratory (ies) for a specialized test or procedure in which the Contractor cannot perform the test. Acute and chronic toxicity testing may also be subcontracted due to the limited number of laboratories which currently offer this service. Upon request the CTDEEP, the subcontracted laboratories Standard Operating Procedures (SOP) for any such specialized test(s) will be provided to CTDEEP at no cost. The primary laboratory, or State of Connecticut awarded Contractor, so specified on the contract award will be entirely responsible for the execution and compliance of all quality assurance on the part of the subcontractor. All subcontractor quality assurance materials will be communicated to the CTDEEP upon request, specifically in writing or through formal documentation.

Subcontracting will not be allowed for routine services due to heavy workloads or for any other insufficient reason to utilize a subcontractor as solely determined by the Client Agency. In the event that any turnaround times cannot be met due to workloads, or due to any other unforeseen circumstances testing cannot be accomplished, the Contractor will be responsible for immediately notifying the Client Agency prior to any sample shipment(s) for the Client Agency's ultimate decision and written pre-approval on sample disposition to a possible subcontractor.

The State reserves the right to conduct a pre-award inspection of any Contractor facilities, equipment and receptacles as well as subcontractors that the Contractor intends on utilizing.

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#### **(l) Procedure for Purchasing Services**

The Client Agency will estimate the scope of services for a planned sample lot(s) or discrete sampling event(s). The costs for the scope of services will be evaluated using the awarded Exhibit B Price Schedules. Selection will be based on the ability of the Contractor to meet the requirements as well as the price.

Should any awarded Contractor be unable to respond to the schedule requirements of the Client Agency, the next qualified, lowest priced Contractor will be contacted.

#### **(m) Additional Factors in Purchasing Services can include the following**

The Client Agency may select a Contractor that is not the lowest cost for Services in situations where there are technological considerations such as lower detection limits and reporting levels for specific constituents.

The Client Agency reserves the right to select a Contractor in the best interest(s) of the Client Agency, taking into consideration qualifications, pricing and geographical location of the Contractor, the skill set, facilities, capacity, experience, ability and the responsibility of the Contractor.

The Client Agency can submit requests for test sample analysis via email or online order form (if available from the Contractor).

#### **(n) Connecticut Department of Energy and Environmental (CTDEEP) Invoicing**

Invoices for the work ordered by CTDEEP must be made out to the CTDEEP project contact name identified on the chain of custody form or request for sample analysis. The mailing address for CTDEEP is: Connecticut Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127. Invoices must include the purchase order number, the chain of custody form and the CTDEEP contact person. For services ordered by other State entities as described herein, the Contractor and the applicable State entity shall make individual invoicing arrangements.

CTDEEP may utilize a consulting or engineering firm to directly oversee the activities of a State-funded site investigation or remediation project. In these instances, the consultant/engineer may act as the agent for CTDEEP. In such cases, the project consultant or engineer will coordinate the sampling efforts with the Contractor including the receipt and review of invoices prior to forwarding to CTDEEP for payment.