

**EXHIBIT A**

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

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**1. SCOPE:**

The Contractor shall provide, deliver in place, firmly secure and service portable toilets in accordance with the specifications below:

- a) Units must be fiberglass and/or plastic with the interior (bowl, seat, etc.) of stainless steel, plastic, fiberglass or other non-porous material.
- b) Units must be self-contained, non-polluting, manually operated chemical type toilets that contain measured amounts of sanitizing liquid material to control odors and keep the bowl clean and free of ice.
- c) The Contractor shall service unit(s) a minimum of once per week at **no additional charge** over the rates specified in Exhibit B. Servicing unit(s) includes pumping of waste material, supplying toilet tissue, hand sanitizer, where applicable, and cleanliness of the interior/exterior of the unit itself. If additional servicing is requested by the Client Agency to prevent unsanitary conditions or obnoxious odors such additional services will be priced under the Additional Service Call specified in Exhibit B.
- d) DAS reserves the right to request the removal and/or replacement of any individual units on five (5) days' written notice to the Contractor if DAS finds individual units or the services provided to be unsatisfactory at no additional cost to the Client Agency.
- e) The Contractor shall comply with all Federal, State and local health laws and regulations relating to portable toilet installation and servicing.
- f) Contract shall provide emergency cleaning or servicing of portable toilets within three (3) hours after the Contractor is contacted by the Client Agency.
- g) Sanitary units provided for use at ConnDOT's snow and ice control locations will be on request and provided with a hasp and lock with key. Such locks with keys will be delivered to the DAS maintenance supervisor in charge of the facility where the toilets are to be located.
- h) In some locations, American Disability Act ("ADA")-compliant toilets and flush type toilets may be required.

**2. DELIVERY:**

- a) The Contractor must deliver all units to Client Agency locations during regular work hours of 8:00 am - 4:00 pm eastern time unless otherwise specified. Delivery locations will be designated on individual purchase orders as shown on Attachment A, ConnDOT District Map.
- b) Contractor shall notify the Client Agency at least three (3) days prior to delivery of routine seasonal unit rentals.

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- c) Delivery for emergency placement of portable toilets will be made within four (4) hours after the Contractor is contacted by the Client Agency.

**3. ADDITIONAL TERMS AND CONDITIONS:**

**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.

**Mandatory Extension to State Entities**

Contractor shall offer and extend the contract (including pricing, terms and conditions) to political sub-Divisions of the State (towns and municipalities), schools, and not-for-profit organizations.

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

Purchases made by the Client Agency from the Contractor that are less than \$1,000 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 the Procurement Card Program Administrator at 860-713-5072.

**Security and/or Property Entrance Policies and Procedures**

Contractor shall adhere to established security and/or property entrance policies and procedures 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 carrying out the scope of work described in this Contract.