

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Definitions

1. National Federation of State High School Associations (NFSHSA) is a body that writes the rules for completion for most high school sports and activities in the United States.
2. National Athletic Equipment Reconditioners Association (NAERA) is an association of athletic equipment reconditioners whose mission is to increase awareness and acceptance of high quality athletic equipment reconditioning/recertification (where appropriate). Particular emphasis is directed towards reducing the risk of injury for athletic event participants. Members are licensed by the National Operating Committee on Standards for Athletic Equipment (NAOCAE) to recertify football, lacrosse, softball/baseball helmets and face guards.
3. National Operating Committee on Standards for Athletic Equipment (NAOCAE) is a nonprofit organization whose mission is to reduce athletic injuries and death through standards and certification for athletic equipment. It does this through researching and testing equipment, developing new standards and improving existing ones.
4. Reconditioning: Inspection, cleaning, sanitizing and repair/restoration of athletic equipment to the original performance standard.
5. Recertification: Reconditioning, testing and proper labeling of athletic equipment that has previously met the NOCSAE standard and recertification standard. Note: A helmet cannot be certified without being reconditioned.

1. DESCRIPTION OF GOODS AND SERVICES:

Contractor shall service all using State agencies and participating cities, towns, school boards and not-for profit organizations. Contract will be for the purchase of new equipment, recreational equipment and supplies as well as the repair and reconditioning of athletic equipment. Installation is not included in this contract. Charges shall only be allowed only when requested by the Client Agency. In case where installation is requested Contractor shall provide the Client Agency with a quote in advance of the installation.

Lockout Items:

Lockout items are items that may be listed in a manufacturer's general catalog but are not available for acquisition under this Contract award as they are either not considered athletic equipment or are available under another existing State contract. Categories of lockout items may include but are not limited to the following:

- furniture
- park and indoor/outdoor bleachers
- starter guns

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- audio/visual equipment
- playground equipment
- gym flooring/refinishing
- tennis courts and repairs

Prior to contract award the categories of lockout items will be removed from catalogs and or price list. In the event the Contractor receives an order for a lockout item, or any item which is not part of this Contract, the Contractor shall do the following:

- Notify the Contract user in writing to refuse delivery and
- Bring the attempted order to the immediate attention of DAS

(a) Purchase of New Athletic and Recreational Equipment:

- Contractor shall provide new, unused equipment. Contractors are cautioned that surplus, second factory rejects, close-outs or distressed items are not acceptable and shipments of substitutions, defective or shop worn goods will be returned at the Contractor's expense and Contract may be subject to termination as a result.
- Contractor shall supply with each item purchased, if applicable, a warranty with a minimum period of one (1) year. If a Client Agency requires an extended warranty, they shall contact the Contractor for a quote.

(b) Reconditioning of Athletic Equipment:

- Contractor shall furnish all resources necessary to recondition and re-certify athletic equipment. Contractor shall furnish all labor, material, and equipment necessary to complete repairs, test, sanitize, re-certify and return equipment to Client Agency.
- Contractor shall be responsible for all handling/freight costs and testing in accordance with NFSHSA standards and as herein specified.
- Contractor shall be a member of NAERA and licensed by NOCSAE to re-certify athletic helmets. <http://www.naera.net/> <http://nocsa.org/>
- **Reconditioning Requirements:**
Contractor shall inspect, clean, sanitize and repair/restore athletic equipment to the original performance standard and recondition, repair and recertify, when appropriate, equipment for the sports of: football, baseball, softball, field hockey, lacrosse and wrestling. All replacement parts used for reconditioning athletic equipment will be new and will be those of the original manufacturer. No generic replacement parts will be used. Contractor shall supply recertification stickers for each reconditioned item at no charge to the State.

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- **Football Equipment:**
Helmets: Contractor shall perform the following services in reconditioning football helmets: clean, sanitize, repair face masks as needed, replace jaw pads and chin straps where necessary, paint in Client Agency's specified color as requested using paint of equal or better quality and re-certify helmets upon reconditioning. Contractor shall apply a re-certification sticker on all helmet equipment requiring NOCSAE approval to ensure that equipment meets the NFSHSA standards. The re-certification sticker shall indicate the year of re-certification. If helmet(s) will not pass inspection regardless of reconditioning, Contractor shall indicate the quantity of rejected helmets on the reconditioning invoice for the Client Agency. The cost of re-certification will be included in the reconditioning price. Contractor shall recondition football pads (shoulder, rib hip, thigh, knee, tailbone and back pads) by inspecting them for defects, clean, sanitize, stitch and rivet them as needed and replace parts if needed.

- **Dummies:**
Contractor shall clean, repair and refurbish dummies as necessary.

- **Baseball Equipment:**
Batting Helmets: Contractor shall perform the following services in the reconditioning of batting helmets: clean, sanitize, repair the interior of helmet if necessary and re-certify helmet according to NOCSAE standards. Helmets that do not require re-conditioning will be re-certified. The cost of re-certification will be included in the reconditioning price.

- **Softball Equipment:**
Batting Helmets: Contractor shall perform the following services in the reconditioning of batting helmets: clean, sanitize, repair the interior of helmet if necessary and re-certify helmet according to NOCSAE standards. Helmets that do not require reconditioning will be re-certified. The cost of re-certification will be included in the reconditioning price.

- **Wrestling Mats:**
Contractor shall provide pricing for the reconditioning of wrestling mats which will include: cleaning, basic repairs and refurbishing, on a per square foot basis. Client Agency will be aware that the total price may vary due to size, style, contours and complexity of repairs but will expect all estimates to be based on the initial per square foot Contract price.

- **Lacrosse Equipment:**
Helmets: Contractor shall perform the following services in reconditioning of lacrosse helmets: clean, sanitize, repair the interior of helmet, if necessary and re-certify helmet according to NOCSAE standards. Helmets that do not require reconditioning will be re-certified. The cost of re-certification will be included in the reconditioning price.

- **Field Hockey Equipment:**

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Goalie Helmets: Contractor shall perform the following services in reconditioning of field hockey goalie helmets: clean, sanitize, repair the interior of helmet, if necessary and re-certify helmet according to NOCSAE standards. Helmets that do not require reconditioning will be re-certified. The cost of re-certification will be included in the reconditioning price.

- **Goalie Chest and Leg Protectors:**
Contractor shall recondition field hockey goalie chest and leg protectors by inspecting them for defects, clean, sanitize, stitch and rivet them as needed and replace parts if needed.

Client Agency Responsibilities:

- Client Agency shall not request service without a purchase order number or Purchasing MasterCard Credit Card (P-Card) as such term is defined herein) provided to Contractor. Client Agency shall assemble all equipment for reconditioning/re-certifying in one (1) designated location convenient for Contractor to pick up, shall provide the Contractor with locations, operating hours, contact person's name and phone number for reference regarding pickup and delivery of equipment. Client Agency shall gather all equipment to be reconditioned at the end of the season for that sport for one (1) pick up whenever possible.

Contractor Responsibilities:

- Contractor shall contact Client Agency if after examining the equipment to be reconditioned. Contractor determines additional services, not ordered by Client Agency, may be required to fulfill the reconditioning of that equipment. Contractor shall return all reconditioned equipment ordered for service in one (1) shipment; partial shipments are not permitted; just as partial pickups are not expected of Contractor.
- Contractor shall be solely responsible for damages or loss of the equipment between the time collected and the time it is returned to Client Agency.
- All equipment not meriting repair and/or beyond economical repair shall be marked "Reject". There shall be no charge for rejected equipment.

(d) Repair of Athletic Equipment:

- Contractor shall provide labor rates for in-shop and at the Client Agency location. Contractor shall indicate applicable warranty for repair/parts on each item repaired. Contractor shall provide old parts replaced to Client Agency if requested. Repairs shall be invoiced on a cost of part(s) plus (+) labor basis.

(e) Distribution of New Athletic Equipment and Recreational Equipment:

- Contractor shall accept orders between the hours of 8:00 a.m. Eastern Time and 5:00 p.m. Eastern Time, Monday through Friday, excepting legal holidays. All orders processed via

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manual requisition or fax will be delivered to the specified destination within three (3) to five (5) days after receipt of order with a 98% fill rate for in-stock items. For items that need to be ordered, Contractor shall contact Client Agency within seven (7) to ten (10) days after receipt of order to provide a delivery date.

- All orders will be free on board (FOB); freight included except for those items listed under Additional Terms contained herein.

Contractor shall resolve all order and invoice discrepancies (e.g. shortages, damaged products, etc.) within ten (10) business days from the issuance of written notification by Client Agency or, if because of their nature, the discrepancies cannot be resolved within that time frame, Contractor shall take all steps DAS or Client Agency deems to be reasonably necessary or appropriate to resolve the discrepancies.

- Items returned because of quality problems, duplicated shipments, etc. will be picked up by Contractor within ten (10) business days following the issuance of written notification by Client Agency, with no additional charge, and will be replaced with specified items or the Client Agency will be credited/refunded for the full purchase price. Contractor shall not charge restocking fees.
- Items ordered in error will be returned for credit within fifteen (15) days of receipt. Items will be returned in resalable condition (original container/package, unused). Contractor shall not charge for such returns and Contractor shall not charge restocking fees.
- Contractor shall supply, without charge, applicable manuals related to any new equipment.

(f) Ordering Entry/Invoicing – All Categories included in the Contract:

- Client Agency shall order items on an as needed basis using purchase order or P-Card.
- Contractor shall assign adequate sales support to assist all Client Agencies ordering from the Contract.
- Contractor shall be capable of accepting orders via telephone and facsimile. If Contractor does not maintain a toll-free telephone number and facsimile number, Contractor shall accept collect calls from Client Agency or establish toll-free numbers.

2. ADDITIONAL TERMS AND CONDITIONS:

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(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 P-Card 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 P-card. The Contractor shall be responsible for the credit card user-handling fee associated with P-card purchases. The Contractor shall charge to the P-card 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 P-card.

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

(d) 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.

(e) Department of Correction Requirements for Contractors who Perform at a Correctional Facility

(1) Facility Admittance

(A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction ("DOC") facility ("Facility") or undertake any part of the Performance unless the employees have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.

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(B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Contractors shall obtain from the DOC a form for each employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:

1. Name
2. Date of Birth
3. Social Security Number
4. Driver's License Number
5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

- (A) All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) Contractor personnel shall not have any verbal or personal contact with any inmates.
- (D) Equipment must be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause or reason the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility must be Performed between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that all equipment not in use, is secure to prevent use by inmates.
- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractor Parties shall sign out at the Facility's security front desk prior to departure following completion of Performance.

(3) Rules Concerning DOC Facilities

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Contractors shall adhere to the Facilities rules (“Facilities Rules”) described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractor Parties shall read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating the Facilities Rules:

(A) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor Parties shall first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) Inmates

There may be times when inmates may be working adjacent to or in the same area as Contractor or Contractor Parties. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person will have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(D) Contraband

Contractor or Contractor Parties shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor or Contractor Parties shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

“Contraband” means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are “contraband.” Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

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Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor or Contractor Parties being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class "D" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.

(B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:

1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]

(C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:

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1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

(d) Freight may be charged for the following items only:

Nets, Gymnasium Apparatus, Gymnasium Mats, Backboards/Backstops, Exercise Equipment/Treadmills, Exercise Bikes, Elliptical Machines, Weight Lifting/Strength Machines & Soccer Goals, Table Tennis Tables, Billiard Tables, Air Hockey Tables, Foosball Soccer Tables, Football Goal Posts, Football Sleds, Baseball Batting Cages, Baseball Pitching Machines, Baseball Portable Pitching Mounds, Baseball Polycab Protective Fence Guards, Baseball Field Stripper Machine, Track and Field Pole Vault Pits, Track and Field High Jump Pits, Track and Field Pole Vault and High Jump Standards, Mat Transporters, Scoreboards, Equipment Carriers, Volley Ball Standards, Field Hockey Goals and Lacrosse Goals.

Proof of freight charges Contractor incurs shall be submitted with the invoice to Client Agency. Payment of the freight charges is contingent upon the Client Agency receiving written proof of actual freight charges.

All orders will be labeled and packaged adequately to assure safe handling and proper delivery. Delivery points will be designated by Client Agency

(e) Management Reports:

Contractor shall submit activity reports to DAS /Procurement Services on a quarterly basis. The reports must be provided in either electronic format or as computer generated spreadsheets and will provide the following information:

1. Sales by each account number
2. Reports listing each item sold, including manufacturer and stock number, description, unit of measure, unit price and quantity sold for the current quarterly report and year to date.
3. Quarterly consolidated sales reports summarizing the sales made to all State of Connecticut agencies and separate quarterly consolidated sales reports summarizing the sales to all Connecticut political subdivisions and not-for-profit organizations with the same information as listed in item #2.

Note: If there are no sales to report, the Contractor is required to communicate that information via email.

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(f) Fees:

The Contractor shall provide a quarterly administrative fee to the State of Connecticut in form of a check payment. The fee must be payable to the "Treasurer, State of Connecticut" for an amount equal to 1% (one percent) of the total dollar amounts, adjusted for credits or refunds, for all purchases made by Client Agencies that have purchased from the Contractor pursuant to this Agreement. This includes all discounted, promotional all payments will be based on full calendar quarters (Payment Periods) and must be received by the State of Connecticut on or before 45 days after the last day of the Payment Period (as specified below). **Contractor will be in breach if they do not comply.**

Payment and report will be sent to DAS/Procurement Services, 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103 Attn: Jill Belisle, Contract Specialist

Quarter	Period Ending	Quarterly Due Date
First Quarter	January 1 st – March 31 st	April 30 th
Second Quarter	April 1 st – June 30 th	July 30 th
Third Quarter	July 1 st – September 30 th	October 30 th
Fourth Quarter	October 1 st – December 31 st	January 30 th