EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

(a) The Contractor shall deliver the following OraSure Technologies, Inc. Diagnostic Test Kits and Controls: OraQuick® Advance for Human Immunodeficiency Virus (HIV), OraQuick® In-Home Rapid HIV Test Kits and Controls, and OraQuick® Hepatitis C Virus (HCV) Rapid Antibody Test Kits and Controls and OraQuick® Advance for HCV (such test kits and controls are collectively referred to herein as the “Test Kits and Controls”) for the Department of Public Health (DPH).

(b) Test Kits and Controls purchased under the Contract must have the longest possible shelf life. No Test Kits and Controls must have a less than three (3) months shelf life for HIV Test Kits and Controls and a twelve (12) months shelf life for HCV Test Kits and Controls until such Test Kit and Control date of expiration following Contractor’s receipt of purchase order from the Client Agency.

(c) 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.

(d) No substitute of Test kits and Controls are allowed under the Contract.

(e) There shall be no minimum purchase order requirements throughout the term of the Contract.

(f) Contractor shall ship orders to the location identified on Client Agency purchase orders unless otherwise informed by Client Agency.

(g) All deliveries shall be labeled as to the contents and products with specified storage temperature requirements.

(h) Test Kits and Controls must be shipped within two (2) business days after receipt of purchase order from Client Agency.

(i) Contractor shall replace within forty-eight (48) hours any damaged Test Kit and Control received by Client Agency at no cost to the Client Agency.

(j) If Contractor is a distributor, Contractor shall maintain their distributor license for the term of the Contract. Contractor shall immediately notify the Client Agency if its license is suspended, revoked or expired.

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, whether or not such a savings actually occurs.
EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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.

(b) Subcontractors

Subcontracting is not allowed under this Contract.

(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.