

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

- (a) Contractor shall deliver Aptima Combo 2 Assay using the Panther System (specimen collection devices, test kits and laboratory supplies) (collectively referred to as "Products") to be used to perform testing for Chlamydia Trachomatis and Neisseria Gonorrhoeae. In addition, the Department of Public Health (collectively referred to as "Client Agency") may choose to expand their testing menu to include testing for Trichomonas vaginalis, Human papilloma Virus, Human Immunodeficiency Virus and Hepatitis C Virus and/or any other products which are FDA approved and compatible with the Panther System.
- (b) All Product shipped under the Contract must be sent at manufacturer specified shipping temperatures.
- (c) There shall be no minimum order requirements under the Contract.
- (d) There shall be no substitute of Product under the Contract.
- (e) Contractor shall appropriately label the contents of all delivered materials.
- (f) 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.
- (g) Contractor shall ship all orders to the DPH Laboratory listed on the purchase order.
- (h) All Products shipped will have the longest available expiration dates at the time of shipment.
- (i) Contractor shall deliver Products within one to two (1-2) business days after receipt of purchase order.
- (j) All Products purchased under the Contract will be purchased at the Contractor discount percentage amount as indicated on Exhibit B off the electronic catalog price or price list.

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.

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

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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.

(c) Subcontractors

Subcontracting is not allowed under this Contract.

(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.