

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

(a) Scope

The Contractor shall provide promotional products to the Client Agency as described below.

- 1) Categories and examples of the promotional products are as follows:

Apparel – Clothing garments, excluding products listed in Section (a) (2) below
Automotive – Antenna Ball, Air Freshener, Auto Shades, Bumper Stickers
Awards & Recognition – Clocks, Plaques, Paperweights, Trophies
Badges & Lanyards – Badge Holders (including retractable Badge Holders), Lanyards, Name Badges
Bags – Backpack, Cooler, Duffel & Sport, Lunch Bags, Paper, Plastic Bags, Travel Bags
Calendars – Desk, Wall, Wallet
Candy & Snacks – Candy Jars, Chocolates, Mints
Caps & Visors
Computer Accessories – Charging Cable, Mouse Pads, USB Cable, USB Flash Drive
Desk Items – Clip Boards, Magnets, Magnifiers, Memo Boards, Note Pads, Paper Clips/ Holders/Dispensers, Rulers, Staple Removers
Fun & Games – Balls, Inflatable's, Puzzles, Temporary Tattoos, yo-yo's
Healthcare – First Aid Kits, Hand Sanitizers, Lip Balm, Pill Boxes, Sunglasses, Sunscreen, Toothbrushes
Key & Tags – Carabiners, Key Chains, Luggage Tags
Kitchen & Home – Candles, Flashlights
Mugs & Dinnerware – Beverage Insulators, Sport Bottles, Travel Mugs, Water Bottles
Pens & Pencils – Chalk, Crayons, Erasers, Markers
Stress Balls
Tools & Hardware – Lighters, Thermometers, Tool Kits
Sport & Outdoor – Blankets, Compasses, Pedometers, Towels, Umbrellas, Whistles
Watches – Ladies, Men, Pocket, Stopwatches

- 2) Examples of promotional product categories that are not included in this Contract are as follows:

| | | |
|---------|----------|------------------------|
| Jackets | Sweaters | Badges/Emblems/Patches |
| Ties | Coats | Button Up Shirts |
| Vests | Scarves | Hats |

- 3) Examples of customizations:

| | | | |
|------------|-----------|--------------|--------------------------------------|
| Imprinting | Engraving | Embroidering | Reproduction of camera ready artwork |
|------------|-----------|--------------|--------------------------------------|

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

(b) Delivery Terms

- 1) The Contractor shall deliver the products in accordance with the instructions provided by each Client Agency. The Contractor shall indicate lead times on the purchase order.
- 2) Contractor shall deliver products to any location within the State of Connecticut, as instructed by the Client Agency.
- 3) Each delivery must be accompanied by a packaging slip indicating the purchase order number, a description of the product(s) being delivered, the quantity and the Contractor's invoice number.

(c) Invoicing

- 1) Contractor shall invoice the applicable Client Agency when Goods and Services are provided in accordance with this Contract. The invoice must contain the Client Agency's purchase order number. Invoices received without a reference to a valid Client Agency purchase order number may result in delay of payment.
- 2) The invoice must list the catalog price for which the percentage (%) discount was applied. Any website price must include documentation with proof of price at the time of quote to Client Agency.
- 3) Any added services, such as embroidering, imprinting and engraving shall be listed as a separate line item on the purchase order. Proof of this cost shall be submitted with the invoice.
- 4) Any shipping services shall be listed as a separate line item on the purchase order. Proof of the cost shall be submitted with the invoice.

(d) Non- Defect Quality Issues

- 1) All Good(s) sold must meet the satisfaction of the Client Agency, at its sole discretion, when received by the Client Agency.
- 2) Any Good(s) that involve Contractor additional services, such as embroidering, imprinting and engraving, must meet the satisfaction of the Client Agency, at its sole discretion, when received by the Client Agency.
- 3) If the Client Agency determines, at its sole discretion, that the Goods(s) received are unsatisfactory, such Goods(s) must be returned, exchanged, or cancelled at the sole expense of the Contractor.
- 4) Contractor shall immediately notify the Client Agency of any recall notices and safety notices or both of Good(s) purchased.

(e) Returns/Disposal

- 1) If any Good is damaged or deemed unsatisfactory by the Client Agency, at its sole discretion, the Contractor shall promptly offer a full refund or replace such Good at no additional cost upon written request of the Client Agency.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- 2) The Contractor shall have ten (10) business days to pick up and replace such Goods. If after ten (10) business days the Good has not been picked up or replaced, such Good will become the property of the Client Agency at no additional cost.

(f) Pricing

All Goods listed on the price list or catalog shall have a certain percentage amount off the catalog or price list as indicated in Exhibit B Price Schedule ("Percentage Amount off Price List or Catalog").

(g) Warranty

Contractor shall provide the Client Agency any manufacturer warranty as listed in Exhibit B Price Schedule.

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) 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 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.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

(d) Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.

(e) 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.