

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

It is the intent of this Contract to allow Client Agencies a means to procure the Goods and related Services as listed below. Purchases and/or projects for this Contract must be under one hundred thousand dollars (\$100,000.00). Purchases above one hundred thousand dollars (\$100,000.00) must be bid out separately. Leasing of equipment is not allowed under this Contract.

The awarded Contractor(s) shall serve all using State agency accounts and participating State cities, towns, school boards and not-for-profit organizations.

The list of Goods and Services covered by this Contract include, but are not limited to, the following:

Goods included in this Contract
Audio Equipment - Audio Mixers, Speaker Systems, Stereo Receivers / Equalizers, Compact Disc Players, AM/FM Radios, Public Address Systems, Portable Sound Systems, Microphone, Amplifiers, Audio Recorder/Players, Duplicators
Video Equipment – Studio Production, Video Recording, Digital Video Disc Players, Laser Disc Players, Televisions (CRT, Plasma, LCD), Television Monitors/Monitor Receivers, TV Combo Units (VCR, DVD, BD), Camcorders, Digital Video Recorders, High Definition Cameras (NON-Security Related), Digital Video Editing Systems, TelePrompTers, Blu Ray Players/Recorders, Duplicators, Tripods
Presentation Equipment - Video Projection Screens including Rear Projection, Motorized, Tripod, Portable & Wall, Video Plasma Displays, LCD Panels, Visual Presentation Boards, Projectors: LCD, DLP (Digital Light Processing), Overhead, Slide, Film, Film Strip
Photographic Equipment – Cameras, Digital Cameras, Digital Imaging, Document, Stand Alone Printers for Digital Camera Printing only, 35mm, SLR, small, medium & large format, Film Holders, Slide Printers, Lens Accessories, Film/Digital Memory Cards, Film/Digital Post Processing, Overhead, Slide, Film/Digital Post Processing
Peripherals/Accessories - Audio Visual Tables, Carts, Projector Mounting Systems, Podiums, Lecterns, Stands, Equipment Cases, Headphones, Racks and Rack Mounting Equipment, Test Equipment, Batteries, Chargers, AV Cables, Connectors, Adapters, Patch Panels, Multimedia Consoles and Control Systems, Switchers, Routers Camera Accessories: Various Lenses, Tripods, Fluid Heads, Camera Support Equipment. Video and photo storage card/discs

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The lists of Goods that are **NOT** included in this Contract include, but are not limited to, the following:

• Lighting systems or equipment	• Security related cameras, systems, etc.
• Video teleconferencing equipment	• Printers for the office environment
• Computer workstation, classroom, conference furniture	• Media storage systems
• Computers, Tablets, Computer monitors	• Digital Signage

2. Purchase Prices

- a. **Schedule A** – a whole number percentage discount off Manufacturer’s Suggested Retail Price (MSRP) shall include all transportation charges fully prepaid by the Contractor FOB, Client Agency destination. Contractor shall bear risk of loss during delivery of all Goods.
- b. **Schedule B** - a whole number percentage discount off MSRP shall include all transportation charges fully prepaid by the Contractor, unpacking, full assembly and setting into final location, complete and ready to use. Final operating checks shall be performed by the Contractor’s factory trained representative and instruction on proper use of the equipment shall be given to ordering Client Agency’s personnel, at no cost to the Client Agency.
- c. The discount as awarded shall be the minimum discount. Additional discounts may be negotiated between Client Agency and Contractor for large volume purchases or for purchases where additional discounts may be appropriate.
- d. Promotional specials shall be applied immediately. The Contractor shall notify the Client Agency of such promotional specials.

3. Performance Requirements

- a. Contractor(s) shall deliver Goods within fifteen (15) days from receipt of a purchase order, unless otherwise mutually agreed upon by the Client Agency, with exceptions being made for special purchase orders as made by the Client Agency and backorders. Contractor(s) shall promptly notify the Client Agency by written notice (email acceptable) of any deliveries that will not be made within fifteen (15) days. Such notification must include details of any delays and the Contractor’s projected delivery date. During each delay, the Contractor shall diligently work to meet the deadline and provide routine updates of its progress and the status of delay to the Client Agency. The Client Agency reserves its right to cancel any delayed purchase order.
- b. Contractor(s) shall be required to assign a statewide contract manager to act as a liaison and contact person between the Client Agency and the Contractor for the purpose of resolving issues or problems related to any part of this Contract.

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- c. Contractor(s) shall assign an adequate staff of service technicians to provide technical assistance and advice about the products purchased by any ordering Client Agency, at no cost to the Client Agency. Such assistance must be available during the Client Agency's normal operating hours.
- d. Contractor(s) shall assign an adequate staff of customer service representatives to assist in resolving Client Agency service issues and to visit customers for the purpose of providing information about new products, answering questions and assisting with order placement upon Client Agency notification. Such assistance must be available during the Client Agency's normal operating hours, at no cost to the Client Agency.
- e. Contractor shall install and program the Goods upon delivery and acceptance by the Client Agency of such Goods. Any installation work shall be performed by the Contractor during Client Agency's regular working hours, 8:00 a.m. to 5:00 p.m. Monday through Friday. Installation outside these hours shall require the written approval of the Client Agency using the labor rates listed in Exhibit B Price Schedule. Installation must be performed in accordance with manufacturer installation instructions. Contractor shall not perform any installation work outside of manufacturer's instructions, such as extensive wiring and special installations, including ceiling bracketing. Contractor shall test the Goods after installation.
- f. Each contractor shall be subject to Section 10 (Guarantee/Warranty of Equipment) below with respect to its Goods and Services, including installation.
- g. Contractor shall clean up and remove any and all debris and packaging material and leave the Client Agency clean, orderly and ready for immediate use. The Contractor shall immediately notify the Client Agency of any damage caused by the Contractor. Contractor shall replace, restore or repair any damage caused by the Contractor's installation, operation or testing of the Goods, including, but not limited to, floors, ceiling, walls, furniture, Client Agency's existing equipment, grounds and pavement. Any damage or disfigurements shall be immediately repaired or replaced to restore the property to its former condition by the Contractor, at no cost to the Client Agency.
- h. Each Contractor shall not interfere with the other in the event installation of each Contractor's respective Goods is scheduled at the same time and location. Any issues arising from the foregoing shall be immediately resolved by the affected Contractors without any interference to the Client Agency's operations and at no cost to the Client Agency.

4. Deliveries/Inspection of Goods

- a. All orders shall be F.O.B. Destination, freight included all costs of the Goods (including all inside delivery expenses). There shall be no additional charges allowed for handling and packing. All orders shall be labeled and packaged adequately to assure safe handling and delivery of Goods in first class condition at the point of delivery, and in accordance with standard commercial practice.

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- b. Goods returned due to, but not limited to, defects, quality problems, duplicated shipments, or unsatisfactory as deemed by the Client Agency in its sole discretion, shall be picked up by the Contractor within five (5) business days after notification, with no restocking charge and shall be replaced with specified Goods or the Client Agency shall be credited/refunded for the full purchase price.
- c. All materials, parts, and Goods supplied by the Contractor are subject to inspection by the Client Agency. In the event that the Client Agency determines that any Good is defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the Client Agency shall have the right to either reject it or to require its correction.

5. Training & Training Materials

- a. Within thirty (30) days of Client Agency's acceptance, unless otherwise agreed by the Client Agency, Contractors shall provide, at no cost to the Client Agency, training on all aspects of the Goods and systems that require end user interaction including, but not limited to, hardware, software and system management. Contractor is required to provide complete training including training materials to Client Agency on the proper operation and administration of the proposed equipment, at no cost to the Client Agency. Should any training materials be updated or replaced, the Contractor shall notify the Client Agency and provide such updated training materials to the Client Agency, at no additional charge.
- b. All end user system training must be "hands on" and conducted on site at the Client Agency with the installed operational system components. Contractors will be considered to have met this requirement if the "train the trainer" training is provided, at the request of the Client Agency.
- c. Contractor shall not charge any additional fees for training, including but not limited to, fuel surcharges, travel time, travel costs, trip charges, mileage charges, parking fees, and any other expenses.

6. Order Entry/Invoicing

- a. Client Agency shall order Goods on an as needed basis. All purchase orders shall be accepted by the Contractor(s) between the hours of 8:00 a.m. and 5:00 p.m. EST, Monday through Friday, except State scheduled holidays.
- b. Contractor(s) shall be capable of accepting purchase orders via telephone, facsimile, and the Internet via the E-commerce program as outlined below.
- c. Cost Centers within an ordering Client entity may require separate invoicing as specified by each Client Agency. The Contractor's billing system must be flexible enough to meet the needs of varying accounting systems.

7. Catalogs & Price Lists

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- a. Upon request, Contractor(s) shall provide, to all ordering Client Agencies, at no charge, catalogs (including updated catalogs) and price lists for all Goods offered under the Contract.

8. Other Documents

- a. Contractor(s) shall provide to ordering Client Agencies, the physical copy of the written warranties for all Goods.
- b. Upon request, Contractor(s) shall provide, technical and descriptive literature covering the Goods offered under this Contract.
- c. With delivery of the Goods, Contractor(s) shall furnish to the Client Agency, a complete instruction manual for the Goods with full instructions on operation of the Good and preventative and corrective maintenance procedures that are possible to be performed by the Client Agency.

9. Model Changes/New Equipment/Recalls/Safety Notices

- a. Contractor(s) shall be able to update the Contract price list thirty (30) days prior to the yearly contract anniversary date to reflect manufacturer's price changes and deletion of discontinued Goods. It shall be the sole responsibility of the Contractor(s) to notify Procurement Services, in writing, of such changes. DAS, Procurement Services reserves the right to reject any increase which it deems excessive. No retroactive increase will be allowed.
- b. Contractor shall email product recall notices and/or safety notices regarding equipment or repair parts immediately, at no cost to the Client Agency to Teresa Dupont at teresa.dupont@ct.gov.

10. Guarantee/Warranty of Equipment

- a. Contractor(s) shall guarantee that the Goods offered are standard new equipment and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Contractor shall warranty Goods furnished under the terms of this Contract against any defect due to faulty material, and/or workmanship and materials including parts and labor for one (1) year from date of acceptance or the manufacturer's standard warranty, whichever is greater. Goods must meet all Federal, State and local standards for quality and safety requirements and must be certified with the "UL Mark". All Goods delivered under this Contract shall be first quality manufacture, workmanship and finish. No remanufactured or refurbished Goods shall be provided under this Contract.

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- b. Any Good determined by the Client Agency to be defective in material or workmanship shall be repaired or replaced, at the Client Agency's option, with no charge for packaging and shipping, parts, service and labor.

11. Service/Repair

Contractor(s) shall have an adequate supply of new parts for the Goods.

- a. Contractor must respond within two (2) hours after receipt of a service phone call of a breakdown of the Goods by a return phone call or email response to the Client Agency. A service technician shall be dispatched to repair the Good within forty eight (48) hours of the initial service phone call.
- b. If failure of a Good effects the regular operation of the Client Agency, the Contractor shall be required to provide loaner equipment of equal operation, at no cost to the Client Agency, on the day of the service phone call until the affected Good is repaired or replaced. Pickup and delivery service shall be at the expense of the Contractor.
- c. For Goods that are no longer under the initial mandatory one-year warranty, Contractor(s) shall provide, upon request:
 - Rates for extended warranty contracts.
 - Rates for repairs on a time and materials basis. Contractor(s) are to supply a quote for the fees that will be charged for such repairs, including a flat rate per phone call for labor repair charges as listed in Exhibit B Price Schedule and a dealer cost plus markup for parts.

12. Product Returns

- a. Client Agency may return any Goods, for any reason, within thirty (30) calendar days after the issuance of a purchase order, excluding any defective Goods. All Goods returned by the Client Agency must be properly packaged. Delivery costs will be credited to the Contractor's account.

13. Administrative Fees

- a. Quarterly Administrative Fee: Contractor shall provide a quarterly administrative fee to the State in form of a check payment. The fee will be payable to the "Treasurer, State of Connecticut" for an amount equal to one percent (1%) of the total dollar amounts, adjusted for credits or refunds, for purchases made by Client Agencies to the Contractor.
- b. Quarterly Fee Payment: For each Payment Period, Contractor shall pay to the State a Fee equal to one percent (1%) of the total payments (adjusted for credits or refunds) received from all Client Agencies that have purchased from the Contractor pursuant to this Contract. All payments will be based on full calendar quarters (Payment Periods) and must be received by the State on or

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before forty five (45) days after the last day of the Payment Period (as specified below) or a Contractor will be considered in breach of the Contract:

Quarter	Payment Period	Quarterly Payment Due Date
First Quarter	January 1st – March 31st	May 15th
Second Quarter	April 1st – June 30th	August 15th
Third Quarter	July 1st – September 30th	November 15th
Fourth Quarter	October 1 – December 31st	February 15th

Quarterly payment will include any periods less than a full calendar quarter if a Contract does not start at the first day of a quarter or end on the last day of the quarter.

Payments are to be made by check made payable to the Treasurer, State of Connecticut.

Please include the following information in the memo field of each check:

- 1) "Contract Administration Fee".
- 2) Statewide Contract Number 19PSX0015.
- 3) Contractor Connecticut Vendor Code (VC) number.

Please do not list social security numbers on the check. If the total Administration Fees due for the Payment and Reporting Period (see Quarterly Reporting above) are less than fifty dollars (\$50.00), Contractor may carryover that balance to the next Payment and Reporting Period until the cumulative amount owed is fifty dollars (\$50.00) or greater.

c. Quarterly Reporting:

Contractor shall submit one Contractor Administration Fee Report for each Contract for each Payment Period, even if no payment is due for the Payment Period. The Contractor Administration Fee Report for the applicable payment period must be fully completed and executed by the Contractor under pains and penalties of perjury.

Report shall be submitted in the following manner:

Quarter 1	19PSX0015 Company Name			
Agency/Organization	User Name/Department	Account Number	City, CT, Zip	Total Sales
				Total for Month 1
				Total for Month 2
				Total for Month 3
				Grand Total for Quarter 1
				(- minus 1% fee)

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				Check Total \$
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Report shall be sent to teresa.dupont@ct.gov Payment shall be sent to:

Teresa Dupont, Contract Specialist
DAS/Procurement Services
450 Columbus Boulevard, Suite 1202
Hartford CT 06106

14. Miscellaneous

- a. Contractor(s) are responsible for notifying DAS Procurement Services, in writing, of any changes, including but not limited to, new address, telephone number, fax number or email address, name change, assignment of Accounts Receivable or Federal Employer Identification Number (FEIN) change. Contractor shall send by written notice the information to:

State of Connecticut
Department of Administrative Services
Procurement Services
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103
Teresa Dupont, Contract Specialist
Email: teresa.dupont@ct.gov
Fax: 860 622-2940

15. ADDITIONAL TERMS AND CONDITIONS:

Contract Separately/Additional Savings Opportunities

- a. 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

- a. Contractor shall offer and extend the Contract (including pricing, terms and conditions) to political sub-divisions of the State (which includes towns and municipalities), schools, and not-for-profit organizations.

Energy Star Provision (per CGS 4a-67c)

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- a. Equipment and appliances offered pursuant to this contract shall meet or exceed the federal energy conservation standards set forth in the Energy Policy and Conversation Act, 42 USC 6295, any federal regulations adopted thereunder, and shall meet or exceed the federal Energy Star standards established by the U.S. Environmental Protection Agency and the U.S. Department of Energy.

P-Card (Purchasing MasterCard Credit Card)

- a. 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.

Subcontractors

- a. Subcontracting is not allowed under this Contract.

Business Associate

- a. The Contractor is a Business Associate for purposes of HIPAA.

Security and/or Property Entrance Policies and Procedures

- a. 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.