

## EXHIBIT A

### DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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#### **1. DESCRIPTION OF GOODS AND SERVICES:**

##### **(a) Contractor Description**

Contractor shall be an authorized reseller, distributor, dealer, manufacturer or value added reseller of OEM original equipment manufacturer ("OEM"), Non-OEM radios, parts, and related accessories. Contractor shall remain an authorized reseller, distributor, dealer, or value added reseller of the manufacturer for the term of this Contract. Contractor shall maintain all State applicable and associated industry trades licensing as required. All **Products** and installations must follow all applicable State and Federal regulations and law.

##### **(b) Product and Services**

###### 1. Products

Contractor shall provide the following: including but not limited to, two-way portable, mobile and base station radios, mobile and base station repeaters, desktop control stations, other related radios, equipment and accessories ("Products"). Portable and mobile radio types must be programmable up to thirty-two (32) channels. All radio types must have a three (3) year warranty. As specified in the Contractor's Price Schedule, Exhibit B, Contractor shall provide services that consist of maintenance repair to the Products ("Services").

Upon request, Contractor shall supply at no charge to Client Agencies with a list of parts which may include but is not limited to catalog, CD, website, disc, and current list pricing if applicable. The State is requesting catalog pricing to include Products, Services, delivery and a three-year warranty.

OEM and Non OEM parts, supplies, and accessories supplied by the Contractor must be warrantied against defects in material and workmanship by the parts, supplies or accessories manufacturer. Contractor shall provide copies of all relevant manufacturer and Contractor warranties to Client Agency upon request at Contractor cost.

###### 2. Accessories

Contractor shall provide all accessories relevant and applicable to two-way portable, mobile and base station radios, mobile and base station repeaters, desktop control stations, base station radios, accessories and Services. The Contractor shall include the operator/user manual and service manual for each radio they offer.

###### 3. Availability of Products

Contractor shall be certified by the manufacturer to provide all Products required by this Contract. In the event that furnished Products are discontinued, Contractor shall provide

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replacement Products, equal to or better than the discontinued Products from the same manufacturer, at the same discounted rate specified in Exhibit B Price Schedule. Contractor shall request approval from the Client Agency (30) business days prior to the initial introduction of the replacement Products. Contractor shall provide a list of replacement Products for approval by the Client Agency.

#### 4. Required Delivery Time Frame

Contractor shall deliver Products within a thirty (30) business-day product delivery interval **or as approved by the Client Agency**. A Product delivery interval is defined as the elapsed time between the date of purchase order receipt by the Contractor and the date the Product is received, in its entirety, at the Client Agency.

#### 5. Order Acknowledgement

Contractor shall acknowledge all orders within forty-eight (48) hours (two business days) of receipt from the Client Agency. Client Agencies shall be notified in advance of back ordered or out of stock Products or Services upon order.

#### 6. Training Services

Contractor shall provide training to the Client Agency at locations specified by Client Agencies. Basic operator training is for Client Agency users and should address the operator features and functions of the Products and will be provided at no cost to the State for. Client Agency shall receive basic training for an unlimited number of users per training session. Client Agency shall determine their individual training needs.

#### 7. Labor Rates

Contractor shall provide on Exhibit B hourly labor rates for the following types of Service: carry-in, on site-normal working hours, after normal working hours, weekends, Federal holidays, and emergency (24 hours, 7 days a week) service.

#### 8. Service Requests/Repair Time Frame

Service requests from Client Agencies must be acknowledged by the Contractor within four (4) hours of receipt by the Contractor. Contractor shall advise the requestor approximately when the service technician will arrive to repair the Product. Service technicians shall be on-site to affix repair within one (1) business day of when the service request was placed by the Client Agency. The affected Product must be repaired to operational status within three (3) business days from the date the service request was placed by the Client Agency. If the affected Product cannot be repaired to normal operation within three (3) business days,

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Contractor shall provide a loaner (equal to or better than the affected Product) in lieu of replacement at no charge to the State. In an extreme situation a full Product replacement in lieu of repair of the original Product may be required at the discretion of the Client Agency. The State shall retain any parts that are replaced as part of any repair or upgrade of Products.

Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to support the State on all emergency repairs including holidays.

#### 9. Functional Upgrades

All Products must be updated by Contractor to contain the most current version radio operating platform at no additional cost to the Client Agency.

## **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.

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

**(d) Reverse Auction Transaction Fee**

The Contractor(s) with whom the State of Connecticut enters into a Contract shall pay a transaction fee in the amount of 1 percent (**1%**) of the total Contract amount (the "Fee"). Contractor shall pay the Fee directly to EASiBuy, LLC ("EASI") pursuant to the EASI Supplier Agreement Terms and Conditions executed by the Contractor and EASI and returned to the State of Connecticut prior to the bid response due date as indicated in the ITB.

**(e) Awarded Contractor Reporting and Payment Terms and Conditions:**

The awarded Contractor(s) shall pay the Fee to EASI for all payments received from the Client Agency, any of its political subdivisions or any other entity resulting from the Reverse Auction event or subsequent Contract.

Upon written notification of the Contract award, the Contractor(s) shall immediately provide automated clearing house or credit card information (the "Preferred Transaction Fee Payment Method") to EASI. EASI shall charge Contractor paying via credit card an additional credit card processing fee in the amount of three percent (3%) of the Fee. EASI shall charge the Contractor(s) via the Preferred Transaction Fee Payment Method based on the below terms.

**(f) Term Purchases:**

If purchased goods and services are ongoing in nature, the Contractor shall enter into the Strategic Sourcing Solution all payments received from the Client Agency and details of all goods and services, quantities and prices associated with such payments within ten (10) days of the end of each month. If the Contractor fails to enter the Client Agency's payment information by the tenth (10<sup>th</sup>) day of the month, EASI shall charge to Contractor's Preferred Transaction Fee Payment Method an amount equal to one (1) month of the overall Contract value estimated by the Client Agency multiplied by the Fee percentage. EASI shall charge the Fee to the Contractor's Preferred Transaction Fee Payment Method within fifteen (15) days of the end of each month.

**(g) Audit Right:**

The State of Connecticut and EASI reserve the right to audit the accuracy of the Fees. Audits must be conducted during regular business hours, with no less than fifteen (15) business day's prior written notice to the Contractor(s), and in such a manner as not to unreasonably interfere with the Contractor's normal business activities. The Fees for any errors or omissions disclosed by any such audit must be due immediately. If the Fees are determined to have been underpaid by more than five percent (5%) for the period audited by either EASI or the State of Connecticut or both as a result of such audit, the Contractor(s) shall immediately pay for the costs of such audit.

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**(h) Subcontractors**

Subcontracting is not allowed under this Contract.

**(i) 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.